

## **FAM, AAUP-AFT Counter to Miami University**

**November 12, 2024**

### **LEAVES**

#### **A. University Holidays and Break Periods**

Bargaining unit faculty members are expected to work during the contractual period of their appointment, except for days when the University is closed. In lieu of vacation, bargaining unit faculty members are not required to work during the University break periods that fall within the term of their academic-year appointment (Fall Break, Thanksgiving Break, Spring Break, Winter Break during the period of University closure). The dates on which these breaks are scheduled shall be determined by the University and set forth in the University academic calendar. Bargaining unit faculty members who choose to work on the dates when these breaks are scheduled may not use these days at any other time nor are they entitled to accrue or cash out any unused days.

#### **B. Family and Medical Leave**

The University will offer unpaid leave to eligible full-time bargaining unit faculty members with qualifying conditions in accordance with the Family and Medical Leave Act and University policy. Bargaining unit faculty members must request family medical leave in writing and submit the request to the appropriate personnel office. The University must provide a medical certification form to the bargaining unit faculty member, when applicable. The medical certification must be completed by the healthcare provider and returned to the appropriate personnel office prior to approval of the leave whenever possible.

Bargaining unit faculty members must utilize their leave balances while on FMLA. If a bargaining unit faculty member does not have sufficient paid leave available for the entire period of their approved leave, they may take the balance of the leave as unpaid.

In accordance with the Family and Medical Leave Act, bargaining unit faculty members who return from a family and medical leave must be restored to the position held by the employee when leave began or be restored to an equivalent position with equivalent pay and University-provided benefits and other terms and conditions of employment.

Miami University will maintain University-provided benefits for eligible employees on family or medical leave under the same terms and conditions coverage would be provided had the employee continued in employment for the duration of the leave. Retirement contributions will only be made for that portion of the family and medical leave that is paid leave.

#### **C. Sick Leave**

Full-time bargaining unit faculty members who work nine (9) or more months per calendar year accrue fifteen (15) sick days per fiscal year. Sick leave may be used by bargaining unit faculty

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The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

members in accordance with University policy. Upon ratification of this Agreement, bargaining unit faculty members shall not accrue more than ~~one-five~~ hundred (~~1500~~) sick days. Bargaining unit faculty members who have accrued more than ~~one-five~~ hundred (~~1500~~) sick days prior to the ratification of the Agreement shall retain such additional sick leave days in their leave bank but shall not accumulate any additional days.

A bargaining unit faculty member with more than ten (10) years of service at the University shall upon retirement from active service with the University be paid in cash one-fourth of the value of earned but unused sick-leave credit, up to a maximum of thirty (30) days. Such payment shall be based upon the employee's rate of pay at the time of retirement.

#### **D. Bereavement Leave**

Full-time bargaining unit faculty members who work nine (9) or more months per calendar year will be eligible for a paid leave of five (5) days, per academic year, in the event of the death of a mother, father, brother, sister, biological or adopted child, stepchild, spouse, domestic partner, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, anyone who stood in loco parentis to the employee as a child and other persons for whom the employee is legally responsible. Bargaining unit faculty members may elect to split these days to take time off around the date of death, attend the memorial service held at a later date, or to attend to administration of the estate.

Bargaining unit faculty members may use additional paid leave time (sick or vacation) beyond the five days granted above, upon approval of their supervisor, for bereavement purposes.

Bargaining unit faculty members shall contact their chair and/or supervisor to request any time off needed. Where possible, bargaining unit faculty members will coordinate with their department chair to make suitable arrangements for coverage of their classes.

#### **E. Military and Court Leaves**

Eligible bargaining unit faculty members shall be granted leave for military service, reserve duty, and court attendance (jury duty, witness testimony) in accordance with state and federal laws and University policy.

#### **F. Parental Leave**

The University will provide benefit-eligible bargaining unit faculty members with up to twelve (12) weeks of Parental Leave to be used following the birth or adoption of a child, including the initiation of travel by the bargaining unit faculty member to take custody of an adopted child, in accordance with University policy.

The University will provide up to six (6) weeks of paid Parental Leave at 100% of the bargaining unit faculty member's regular pay for the birth or adoption of a child. These six weeks of paid Parental Leave shall run concurrently with the twelve (12) weeks of unpaid Parental Leave set forth above.

Bargaining unit faculty members may take up to three (3) months for additional Parental Leave on either the full- or half-time basis. Bargaining unit faculty who elect to take any portion of their parental leave on a half-time basis are required to have an approved plan of not less than fifty percent (50%) time that includes instructional assignments, as approved by the bargaining unit faculty member's chair, dean, and the Provost.

### **G. Unpaid Personal Leave**

Full-time bargaining unit faculty shall be eligible for unpaid personal leave to make a public service contribution; to accept a single-year fellowship, research, or visiting appointment at another institution; to pursue a program of formal study; or for personal or health reasons. Except under special circumstances, it is leave without any University-provided benefits except any applicable fee waiver benefit, which continues during the leave. Contributions to the state retirement systems are made only as allowed by law. The University will not make contributions to the Alternative Retirement Plan during a personal leave. The bargaining unit faculty member may elect to continue group health insurance coverage at their own cost. Applications for leave pursuant to this Section should be made as far in advance as possible. Such leaves shall be granted at the University's discretion and in accordance with University policy.

### **H. Jury Duty and Witness Testimony**

Bargaining unit faculty members serving jury duty are entitled to leave with pay. The bargaining unit faculty member must submit a request for leave to his or her supervisor and the appropriate personnel office for approval. A copy of the summons for jury duty must be attached to the request. Bargaining unit faculty members are required to return to work any day they are excused by the court for a period greater than four (4) hours. Bargaining unit faculty are expected to make suitable arrangements for coverage of classes with their department chair. Arrangements for coverage should be made through the appropriate personnel office in consultation with the bargaining unit faculty member's department.

Bargaining unit faculty members subpoenaed to testify as a nonexpert witness in a court action to which they are not a party will be granted paid leave to testify.