FAM, AAUP-AFT Counter to Miami University

October 9, 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 ("Family and Medical Leave"). 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

Each bargaining unit member earns fifteen (15) days of sick leave per contract year. Unused sick leave entitlement is cumulative without limit.

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If a bargaining unit member makes arrangements acceptable to the department chair or other supervisor for a colleague to perform the member's duties during an absence (without additional expense to Miami University), this absence will not be charged against the individual's accumulated sick leave; in no case, however, will such an arrangement exceed one month or the remainder of the then-current semester, whichever is greater.

A bargaining unit member shall upon retirement from active service be paid in cash for the value of earned and unused sick-leave credit, up to a maximum of the yearly minimum salary for bargaining members of assistant rank. Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick-leave credit accrued by the employee at that time. Such payment shall be made only once to any employee and will be paid within ninety (90) days of retirement.

If a bargaining unit member transfers to or from another agency of the State of Ohio, unused accumulated sick leave entitlement shall transfer to the new unit to the extent allowed by law. The unit of origin must furnish the receiving unit with written evidence of the employee's entitlement to sick leave. The previously accumulated sick leave of an employee who has been separated from Ohio public service shall be credited to that employee upon reemployment in the Ohio public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.
~~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 members in accordance with University policy. t Upon ratification of this Agreement, bargaining unit faculty members shall not accrue more than seventy-five (75) sick days. Bargaining unit faculty members who have accrued more than seventy-five (75) 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. Military and Court Leaves

~~Eligible b~~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 Miami University policy.

E. Parental Leave

The University will provide ~~benefit-eligible~~ bargaining unit faculty members with up to twelve (12) weeks of Parental Leave upon (a) the birth of a bargaining unit member's child, (b) the

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placement within a bargaining unit member's home of a newly adopted or foster child of any age, or (c) the initiation of travel by a bargaining unit member to take custody of an adopted child.~~to be used following the birth or adoption of a child,~~ The University shall provide up to nine (9) weeks of paid parental leave (PPL; 100% of salary) to each parent. Parental leave must be taken in accordance with University policy. ~~, and b~~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.

Bargaining unit members eligible to utilize PPL shall receive:

1. Full release from all duties for up to 12 continuous weeks, with the duration and start date at the discretion of the bargaining unit member, which shall not be taken from sick leave or vacation leave, and which will run concurrently with FMLA leave as appropriate.
2. Release from specifically assigned course teaching duties for an academic semester during or immediately following the period in which PPL is taken, at the discretion of the bargaining unit member.
3. A bargaining unit member receiving a leave under this Article shall not be required to carry more than a normal course load before or after the leave. Further, the duties performed while not on leave during the semester(s) where a leave occurs shall not exceed the normal expected load during that portion of the semester.

~~1.~~4. A bargaining unit member who is taking PPL under this Article will be paid their salary for the specified amount of time outlined in this policy. All benefits for which the bargaining unit member is normally entitled shall remain in force during their PPL.

F. Unpaid Personal Leave

Full-time bargaining unit faculty shall be eligible for unpaid personal leave to make a public service contribution; to accept a 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. ~~All University benefit and retirement contributions will be suspended while the bargaining unit faculty member is on personal leave, and the b~~Bargaining unit faculty members 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. Personal Leave taken in accordance with this section shall count as Miami University service for promotion and/or tenure purposes when appropriate.

G. 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

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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.

H. Bereavement Leave

Bargaining unit members shall be granted five (5) days of paid bereavement leave upon the death of an immediate family member which includes: mother, father, brother, sister, biological or adopted child, stepchild, spouse, domesticate 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, residents of the employee's household, and other persons for whom the employee is legally responsible or relies on the employee to make care arrangements. An employee may use additional paid leave time (sick or vacation) as necessary beyond the five (5) days of bereavement leave. Should they have no available paid leave accumulated, they must be allowed leave without pay.

Bargaining unit members shall contact their chair and/or supervisor to request any time off needed. The employee will not be required to submit a death certificate to the university.

Where possible, bargaining unit faculty should coordinate with their department chair to make suitable arrangements for coverage of classes.

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