

SECTION B: FACULTY LEAVES

Faculty leave policies cover Faculty Improvement Leaves and Faculty Exchange Leaves, which are formulated in accordance with the Ohio Revised Code, Section 3345.28; leaves with extramural salary paid through the University payroll system; leaves without pay; sick leave; pregnancy leave, and military leave. The procedures and benefits associated with each type of leave are included with the policy statement. The deadline to submit a Faculty Improvement Leave application is the first Monday in October.

1. Faculty Improvement Leaves

a) Authority

Ohio Revised Code, Section 3345.28; any provision of the law not explicitly contained in this policy is implicitly incorporated.

b) Purposes

- (1) Professional development of faculty member through advanced study beyond terminal degree or through learning experience capable of widening and enlarging professional capabilities.
- (2) Improvement of the University's program by increasing the expertise of its faculty in meeting its academic goals.

c) Definitions

- (1) For the purpose of this policy, "full-time faculty member" shall mean a person under a full-time tenure contract stipulating rank of Instructor, Assistant Professor, Associate Professor, or Professor and academic discipline, department, or instructional support unit in which such rank is held.
- (2) Also for the purpose of policy, "academic years of teaching service" shall mean contracted periods of service, each comprising at least two consecutive semesters or three consecutive quarters within one fiscal year, during which the faculty member is assigned and carries out any or all of the following duties: instruction, instructional service, advising, and research.

d) Eligibility

- (1) Any tenured faculty member may apply for a Faculty Improvement Leave during the seventh academic year of service (or later) at BGSU. The leave occurs in the eighth year or later.
- (2) A faculty member who is granted a Faculty Improvement Leave shall return to BGSU for a period of at least one academic year of service after the leave or reimburse the University for all salary and benefits paid during that leave.
- (3) After returning from a Faculty Improvement Leave, a faculty member shall serve at least seven more academic years at BGSU before taking another faculty improvement leave. However, the leave request may be initiated during the seventh year.

e) Application Procedures for Faculty Improvement Leaves

- (1) The applicant may include a letter from the Chair/Director or a colleague which speaks to the professional development merits of the applicant's proposal or other evidence in support of the proposal. Application shall follow the format on page 6 of 17 of *B-II.B* and shall include:
 - (a) a specific plan for the faculty member's professional improvement while on leave, in accordance with the purposes of this policy;
 - (b) a specific plan for the format and content of a report to be submitted to the President upon completion of the leave;
 - (c) a current curriculum vitae; and
 - (d) the signature of the Chair/Director indicating that the Chair/Director has seen the letter of application. (The signature of the Chair/Director indicates neither approval nor disapproval.)
- (2) The applicant also shall file information copies with the department Chair/school Director or the appropriate supervisor and with the Dean or VPAA.
- (3) Applications for Faculty Improvement Leaves shall be sent to the VPAA, who shall forward them to the Faculty Development Committee for review and evaluation. *B-II.A*.

f) Selection for Faculty Improvement Leaves

- (1) The screening committee shall recommend to the VPAA all applications it considers worthy of consideration and make evaluative comments on each application.
- (2) Criteria for screening and evaluation shall include:
 - (a) the nature and merit of the improvement plan proposed;
 - (b) the potential benefits to the faculty member and to the University;
 - (c) due consideration of proposals where prior arrangements (e.g., Fulbright in hand) have been made;
 - (d) in those cases where two proposals are considered of equal merit, preference to the person with longer service without prior paid leave; and
 - (e) effectiveness of the writing of the proposal.
- (3) The VPAA, in consultation with the appropriate department Chairs/school Directors and the Council of Deans, shall consider the merits and ascertain the feasibility of all leaves recommended by the screening committees. In any case in which a leave is denied solely because of such feasibility problems as departmental staffing needs, the VPAA shall attempt to arrange a leave for the following academic year.

- (4) The total number of leaves awarded in any given year will be limited by the capability of providing both compensation for those on leave and for needed replacement instruction within funds already budgeted for compensation of those on leave.
- (5) The VPAA shall recommend to the President those applications that have been sent by the screening committees and have been determined to be feasible.

g) Compensation and Funding for Faculty Improvement Leaves

- (1) Faculty Improvement Leaves shall provide full contracted salary on the regular payroll schedule during a leave lasting one semester or 70% of the contracted salary on the regular payroll schedule during a leave lasting two semesters.
- (2) Leaves providing full salary shall also provide for all other forms of university compensation funded as if the faculty member were on active service. Leaves at 70% salary shall provide for both university and individual contributions to retirement programs and the opportunity to receive all other benefits, funded in a manner consistent with university policies and contracts for health-care coverage and group life insurance. In no case will a chair's stipend be paid to a faculty member on leave.
- (3) Faculty members may engage in compensated employment during a Faculty Improvement Leave, provided that such employment contributes to the professional improvement plan and is consistent with the purposes of this policy.
- (4) Faculty- improvement- leave benefits (insurance, retirement, tenure, merit, and fee waiver benefits) while on leave are as follows:

(a) Health-Care Coverage and Group Life Insurance

For either one-semester or two-semester leaves, the coverage is continued on the same basis as for non-leave years. If a faculty member elects to discontinue group insurance coverage for dependents during the period of a leave, such dependent coverage may be reinstated at the end of the official leave, at the option of the faculty member, without penalty or waiting period.

(b) Retirement

One-semester leave—the faculty member receives full salary for the academic year. Retirement deductions are continued at the normal rate.

Two-semester leave—the faculty member receives 70% compensation for the academic year for faculty improvement leaves. The benefits available vary according to the retirement program in which the faculty member has enrolled. *B-II.C.1* under the ARP or STRS defined-contribution plan, employee and university contributions are based solely on compensation earned. Under the STRS defined-benefit or combined plan, several options are available with regard to the amount and timing of contributions and the amount of service credit granted. Contact the office of Human Resources or STRS for details.

(c) Tenure

Only leaves of absence for scholarly activity count as part of the probationary period. Approval of the college Dean is required. Leaves of absence for personal reasons, or in pursuit of a terminal credential normally required for the position currently occupied, or an acceptance on a trial basis of potentially permanent employment elsewhere shall not count toward tenure.

(d) Merit

Merit increases during the year following any leave shall be evaluated in accordance with collegial/departmental policies.

(e) Fee Waivers

The application of the fee waiver policy does not depend upon leave status but upon the faculty member's full-time employment by the University. A full-time faculty member shall be employed by the University for at least three years to be eligible for dependent fee waivers. *B-II.D.3.*

h) Reports

In keeping with the Ohio revised code; faculty must submit a report to the President detailing the accomplishments resulting from the leave. In addition, BGSU requires that copies of the report be sent to the VPAA, Dean, and Chair. The report must be submitted by the end of the first month in the semester following the conclusion of the leave.

2. Faculty Exchange Leave Guidelines and Procedures

- a) Interested faculty members or department Chairs/school Directors should identify potential exchange faculty members.
- (1) Exchanges will normally take place between persons with similar education, experiences, and faculty assignments (i.e., economists with economists). If appropriate accommodations can be made by each institution to the satisfaction of all parties; however, it may be possible to exchange faculty members from different disciplines.
 - (2) An exchange may be made for a minimum of one semester and a maximum of one academic year.
- b) The exchanged faculty member shall retain a contractual relationship (i.e., salary, fringe benefits, and retirement contributions) as if services were rendered at the home institution.
- (1) the exchanged faculty member shall retain academic rank and tenure at the home institution and may be designated as visiting professor, visiting associate professor, etc., at the host institution.

- (2) Any travel expenses to professional meetings shall be authorized and paid by the home institution by employing regular department/school policies and procedures.
- (3) Any merit pay increments shall be awarded only by the home institution through usual procedures following appropriate consultation with the host institution.
- (4) No relocation allowances shall be granted, and housing arrangements shall be made by each faculty member.
- (5) Faculty members coming to BGSU will not be covered by the University's Workers' Compensation insurance.
- (6) All BGSU faculty members' rights to leaves, fee waivers, accumulated time toward promotion, access to the Faculty Development Program resources, Faculty Research Committee resources, etc., continue uninterrupted.

OUTLINE FOR FACULTY IMPROVEMENT LEAVE APPLICATION

I. Background Information

- A. Name
- B. Department
- C. Short title of project
- D. Indicate whether the proposal is a research/creative proposal or a professional development proposal.
- E. Semesters for which leave is requested.
- F. Is the leave connected to any external grants, awards, fellowships or employment? If so, please specify nature and amount of external support, and current status of arrangements. If external funding is not received, how will this affect your plans for a leave?

II. Proposal

- A. Describe, in as precise and specific detail as possible, the activities you will engage in while on leave. Indicate the procedures and time-table you plan to follow and the prior arrangements which have been made.
- B. Explain in some detail how these activities will:
 1. Enhance your professional capabilities in teaching, research, creative activity, or service.
 2. Strengthen the academic program of the University.

III. Attach Current Curriculum Vitae

IV. Attach brief statement from Director/Chair indicating their knowledge of your application.

- V. Where applicable, a letter or other evidence from a colleague or Chair/Director or other evidence which speaks to the professional development merits to be derived from the activities completed during the leave may be attached.

Please submit 12 copies of your application to the Office of the VPAA. The deadline for submitting the application is the first Monday in October. In addition, you are to send an information copy to your Chair or Director and to your Dean.

The total number of leaves awarded in any given year is limited by the capability of providing both compensation for those on leave and for needed replacement instruction within funds already budgeted for compensation of those on leave.

- c) Details of an exchange shall be approved by the individual faculty members and their respective Chairs/Directors and Deans. A copy of the plan for the exchange shall be filed in the offices of the appropriate Chair/Director and Dean. The plan shall include specific details for research, scholarly, or creative activities.
- (1) Work assignments shall be determined by the host institution and agreed to by all parties in advance of the exchange.
 - (2) The BGSU department Chair/school Director shall certify that the regular duties of the faculty member can be satisfactorily fulfilled by the visiting faculty member without any need for additional part-time staff or other financial assistance.
 - (3) The personal contract of the BGSU faculty member shall include an addendum noting the assignment of that faculty member to another institution for the specified period of time.
 - (4) Details of the exchange shall be specified in an agreement between the respective Deans or other contracting officer.
- d) Benefits for an exchange leave are the same for benefits for an improvement leave.
3. Leaves with Extramural Salary Paid Through the University Payroll System
(Example: Service in a research or teaching position awarded by a government agency or private foundation whereby salary and fringe benefit package is set up for the faculty member through the University payroll system.)
- a) Insurance
Coverage continued on same basis as non-leave year when included in the fringe benefit package from outside source.
- b) Retirement
Continued on same basis as non-leave year when included in fringe benefit package from outside source.
- c) Tenure
Only leaves of absence for scholarly activity count as part of the probationary period. Approval of the college Dean is required. Leaves of absence for personal reasons,

pursuit of a terminal credential normally required for the position currently occupied, or acceptance on a trial basis of potentially permanent employment elsewhere do not count toward tenure. For further information, see *B-I.C*, "University Policy on Faculty Appointment and Tenure."

d) Merit

Merit increases during the year following any leave shall be evaluated in accordance with collegial/departmental policies.

e) Fee Waivers

The application of the fee waiver policy does not depend upon leave status but upon whether the faculty member is a full-time employee of the University. A full-time employee must be employed by the University for at least three years to be eligible for dependent fee waivers. *B-II.D.3* -

4. Leaves Without Pay Through the University Payroll System

(Examples: Fulbright Scholars, visiting professorships at other institutions, leaves to pursue a terminal degree, or leaves for personal reasons.)

a) Insurance

May be continued if the faculty member pays cost of coverage. Contact the Insurance Office for further information.

b) Tenure

Only leaves of absence for scholarly activity count as part of the probationary period. Approval of the college Dean is required. Leaves of absence for personal reasons, pursuit of a terminal credential normally required for the position currently occupied, or acceptance on a trial basis of potentially permanent employment elsewhere do not count toward tenure. For further information, see *B-I.C*, "University Policy on Faculty Appointment and Tenure."

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e) Retirement

(1) No retirement contributions may be made to any defined-contribution plan (STRS or ARP) when no salary is earned. University contributions to STRS

defined-benefit and combined plans for periods of leave of absence shall be authorized by the VPAA under the following conditions:

- (a) The leave of absence shall be for one of the following purposes:
 - i) Service as a Fulbright Fellow or Lecturer or similar research or teaching position awarded by a governmental agency or private foundation;
 - ii) Service as a Visiting Professor or Visiting Researcher at an accredited institution of higher education;
 - iii) study or other formal learning experience designed to qualify the staff member to serve the University in a new or adjusted capacity, which service has been approved by the VPAA in the interest of the institution;
 - iv) field experience as a practitioner in a profession allied to the staff member's service to the University;
 - v) other purposes approved individually by the VPAA.
- (b) Excluded are leaves for:
 - i) personal reasons;
 - ii) pursuit of a terminal credential normally required for the position currently occupied;
 - iii) acceptance on a trial basis of potentially permanent employment elsewhere.
- (2) The following procedures shall be followed:
 - (a) If enrolled in the STRS defined-benefit or combined plan, the faculty member shall request approval of retirement contributions, along with request for the leave of absence, through the same channels.
 - (b) The Dean or Vice President responsible for contract budgeting in the area shall certify that the cost of replacement of the staff member on leave will be sufficiently lower than that person's salary to release the necessary funds for the payment.
 - (c) Actual payment to STRS shall be made after the faculty member has returned from leave and resumed full-time duties. Payment is made only after STRS approval of the leave activities as appropriate for contribution and only if the individual simultaneously makes the individual contribution.
 - (d) In no case shall such payments cover more than one contract year's service for any one period of continuous or consecutive leave.
 - (e) If enrolled in the STRS defined-benefit or combined plan, the faculty member is required to request and secure approval of STRS participation for the leave periods before the leaves of absence actually begin.

(3) Procedures for Implementing the Leave Benefit Plan for Faculty Enrolled in the STRS Defined-Benefit or Combined Plan B-II.C.1

- (a) Each request shall be considered and reviewed individually by the Dean and the VPAA. If there is agreement on the eligibility, the reason for the leave shall be put in writing. This document should have signatures of the faculty member, the Dean, and the VPAA.
- (b) It should be made clear to the faculty member that it is not mandatory to take the benefit at the time of return to BGSU, in the event it is undesirable or impossible.
- (c) Funds for the university's contribution shall come from the released funds not needed for replacement.
- (d) Upon returning from the leave, the faculty member must apply to STRS for approval to contribute to his or her STRS plan for the period of the leave.

5. Leave Without Pay, Application Procedures

A faculty member may request a leave of absence without pay and without benefits for all or part of an academic year. The request for this type of leave shall be made by a memorandum to the faculty member's Chair or Director and Dean, both of whom must grant approval. The VPAA shall be informed of any positive action taken on such a leave request. Leaves without pay may be renewed for all or part of one additional year. *B-II.B.1.g)(4)*.

6. Sick-Leave Policy

Effective August 9, 1979, the following University sick-leave policy shall cover all faculty, either full-time or part-time. Fiscal-year contracts shall be covered exactly as are academic-year contracts.

Each faculty member shall earn fifteen days of sick leave during each nine-month academic year in which teaching (or other service) is performed on a full-time basis. Partial or irregular service during the academic year shall accrue sick-leave credit on a prorated basis. The total permitted for any calendar year shall be fifteen days of accrued sick leave.

Current faculty members are entitled to all sick-leave days accrued prior to the adoption of this policy. Documentation of such accrued time is required by the State Auditor and the Attorney General of Ohio; thus, each faculty member shall submit to the department Chair/area Director and Dean a statement itemizing past years' employment within the Ohio system. Sick-leave days accrued are transferable from one state agency to another within the State of Ohio.

At the date of retirement, each faculty member with ten years' service within the state of Ohio shall be eligible to receive partial payment for unused sick leave. *B-II.C.3* Faculty shall be paid for one-quarter of the days accrued. Although a person may accrue more than 120 days of sick-leave credit, payment at retirement is calculated on a maximum of 120 days accrued. Payment per day shall be calculated on the basis of $1/195 \times$ times base pay in the

year of retirement.¹ Unused sick leave shall be paid to the estate of a faculty member who dies while an employee of BGSU.

Upon adoption of this policy, each department Chair/area Director shall maintain a sick-leave record for each faculty member in the academic unit. This record shall indicate those days that require a paid substitute when a faculty member is unable to meet an assigned responsibility:

- a) because of personal illness, injury, pregnancy, temporary disability; or
- b) because of illness, injury, pregnancy, temporary disability, or death of a member of the faculty member's immediate family.²

Prior to the end of each contract year, the Chair/Director shall check the accuracy of sick leave records and verify that payment was made for a substitute. If sick leave has been used by a faculty member, the Chair/Director shall obtain the faculty member's approval of the report form as a true and accurate statement and forward that report form to the appropriate Dean for approval. The Dean shall transmit the forms to the University Business Office (Payroll Division) and share informational copies with the VPAA.

The sick-leave record shall be reported annually on a standardized form approved by the Faculty Senate and the VPAA. An appropriate administrative office shall record the days accrued and days used and report to each faculty member annually the unused balance.

A faculty member shall not deduct more than five days' sick leave for each seven consecutive calendar days of illness. The University shall reserve the right to require the faculty member to furnish medical evidence of illness.

This sick-leave policy statement shall be in accordance with all applicable statutes of the State of Ohio.

7. Pregnancy Leave for BGSU Faculty

Pregnancy and childbirth are natural and common phenomena that may require a temporary interruption in the way in which a faculty or contract staff member meets customary contractual responsibilities. It is the responsibility of a faculty member to inform the Chair or Director, Dean, and the VPAA of an anticipated birth which the faculty member expects will result in such an interruption. Moreover, it is the right of a faculty member to secure free time to attend to pregnancy, childbirth, and related medical conditions without prejudicing that faculty member's chances for a salary increment, promotion, and/or tenure.

In the case of a faculty member, time for a parent to attend to pregnancy, childbirth, and related medical conditions can be arranged with the department Chair through a number of options:

- a) the Chair and the faculty member may agree to schedule a semester's leave without pay for the faculty member;
- b) the Chair and the faculty member may agree to have colleagues cover

¹ For faculty on fiscal year contracts, the formula is 1/260.

² Immediate Family is defined as follows: spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, grandparent and grandchild, a legal guardian or other person who stands in place of a parent.

missed classes;

- c) the Chair and the faculty member may agree to establish a year's schedule which will leave the semester of expected birth entirely free of classes but during which the faculty member will be expected to keep office hours and to fulfill previous service commitments to the University;
- d) the Chair and the faculty member may agree to establish a schedule in which, through team teaching, the faculty member will have time within the semester to attend to the expected birth;
- e) the Chair and the faculty member may agree to any other option consistent with the Ohio Revised Code and the Academic Charter.

In the case of a faculty member, pregnancy, related time shall be arranged on mutually acceptable terms with the employee's immediate supervisor. When such agreement is not possible, the faculty or staff member may use sick-leave time to attend to the temporary disability occasioned by childbirth.

8. Military Leave (Ohio Revised Code)

Faculty members who are members of the Ohio National Guard or active reserve component of the armed forces are eligible for military leave with pay for periods of active duty or field training not to exceed thirty-one days per calendar year. A copy of military orders or other authorizing document for such duty shall be submitted to the Dean and to the VPAA to qualify for military leave. The maximum time for which payment under this provision shall be made in any calendar year is twenty-two days.

Faculty members with at least ninety days of University service who are involuntarily called to extended active duty in the military service shall be granted military leave without pay for the duration of such service. Upon application to BGSU within ninety days following the date of discharge from extended active duty, the faculty member shall be reinstated to the former position or to a similar position. This reinstatement right shall be explained to a faculty member hired to replace a faculty member on military leave. A faculty member on military leave who re-enlists, or voluntarily extends the original tour of active duty, forfeits the reinstatement right.

9. Family and Medical Leave Act Policy

a) Introduction

Bowling Green State University (BGSU) historically has provided its employees a range of benefits in recognition of the efforts of its loyal and dedicated work force. The University recognizes the conflicting demands placed on family-life and the work-life of employees where single working parent families exist or where both parents are working. The University desires to provide a working environment that offers solutions to the complex issues confronting employees in their efforts to balance their family and employment commitments. Accordingly, this Family and Medical Leave Policy (FMLP) although mandated by the U.S. Family and Medical Leave Act of 1993 (FMLA) provides BGSU's employees with benefits exceeding the federal law.

Any terms used from the FMLA will be defined in the Act or the U.S. Department of Labor regulations. Where Ohio law and/or BGSU policies provide for more generous terms than those contained in the Family and Medical Leave Act of 1993, employees may avail themselves of these provisions instead, see

Leave Without Pay at *B-II. B. 4* and 5, Sick Leave at *B-II.B.6*, and Pregnancy Leave at *B-II.B.7*. This policy summarizes the various employee and employer rights and obligations under the FMLA.

b) The FMLA Policy

The Family and Medical Leave Act provides eligible faculty and staff members up to 12 weeks (480 hours) of leave during any 12 month period for one or more of the following reasons:

- (1) for the birth of an employee's child or the placement of a child with the employee for adoption or the foster care of an employees child;
- (2) whenever care of an employee's family member who has a serious health condition is needed; or
- (3) whenever a serious health condition exists which makes an employee unable to perform the job.

c) Definitions

- (1) A "family member" is defined to include the employee's spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or legal guardian.
- (2) A "spouse" is defined as a husband or wife as recognized under the laws of the State of Ohio.
- (3) A "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward, or child of an employee who has or had during the child's childhood daily responsibility to care for and financially support the child, who is either under the age of 18 or is incapable of self-care because of a physical or mental disability.
- (4) A "parent" is defined as a biological, foster, or adoptive parent, a stepparent, a legal guardian, or a person who has or had during the employee's childhood daily responsibility to care for and financially support the employee.
- (5) A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves any of the following circumstances:
 - i) a period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility,
 - ii) any period of incapacity requiring absence of more than three days from work involving continuing treatment by or under the supervision of a health care provider,
 - iii) continuing treatment by a health care provider for a chronic, long-term or incurable health condition that is so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days,
 - iv) conditions relating to pregnancy and childbirth, including prenatal care.

- (6) A "health care provider" is a person authorized to practice as a health care provider by a state, province, or nation and is performing within the scope of that practice as one of the following: doctor of medicine, doctor of osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray), nurse practitioner, nurse midwife, Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- (7) "Intermittent leave" is leave taken in non-consecutive blocks of time rather than for one continuous period of time, and may include leave periods from an hour or more to several weeks.
- (8) "Reduced schedule" is a reduction in the usual number of working hours per day or week for a period of time for reasons relating to FML.

d) Eligibility

A BGSU employee is eligible for FML if he or she has been employed by the University at least 12 months prior to the date of leave (the 12 months need not be consecutive) and for at least 1,250 hours in the 12 months preceding the leave. Full-time administrative and classified staff and faculty are presumed to have worked 1,250 hours.

If both spouses are employed by the University, they are each entitled, to the extent each is eligible, to 12 weeks of FML.

Leave for birth or placement of a child is available equally to both sexes.

e) Notice to Employer

In the event of a planned absence, notification must be submitted to the employee's immediate supervisor, chair or director at least 30 days in advance of the leave and followed by written documentation in accordance with existing University procedures with regard to leave usage.

If the need for family or medical leave is not foreseeable, verbal notice must be given by the employee to the immediate supervisor, chair, or director as soon as possible, followed by written documentation in accordance with existing University procedures.

f) Certification

(1) Obtaining Leave

A request for FML must be substantiated with satisfactory certification from an appropriate health care provider in accordance with existing university leave policies.

The University reserves the right to request a second opinion, at its expense.

If the first and second opinions differ significantly, the University reserves the right to request a third and binding opinion from a jointly-selected health care provider whose fee will be paid by the University.

(2) Returning to Work

When there is any question regarding the employee's ability to perform the job after a FML for a health condition, the University may require certification from the health care provider.

g) Other Provisions

(1) Commencement of Leave

An eligible employee is entitled to a total of 12 weeks of approved unpaid FML in a year. The year is measured forward from the first day of any family medical leave.

Leave for the birth, adoption or foster care of a child must take place within 12 months after the event. Leave may begin prior to the birth or adoption.

(2) Intermittent or Reduced Leave

An intermittent or reduced leave schedule is available under the FMLA for the serious health condition of the employee or the employee's family.

(3) Concurrency with Other Leaves

Any leave taken for one of the reasons stated in this policy shall be designated as FML and counted toward both the 12 weeks of FML and the appropriate paid or unpaid leave balances available under University policies.

(4) Health Benefits

For the duration of the FML, the employee may continue health insurance benefits on the same terms as if the employee were working. The employee is responsible for submitting to the Benefits Office by check or money order that portion of the premium that would ordinarily be deducted from the paycheck. If payments are not made, the University may discontinue health care coverage.

If the employee elects not to return to work upon completion of an approved FML, the employee agrees to reimburse the University for the amount of the university's contribution to health insurance, unless the failure to return to work is beyond the employee's control.

(5) Retirement Benefits

Employees on unpaid FML will not accrue retirement benefits, vacation, or sick leave for the period of the unpaid leave.

(6) Confidentiality

To the extent allowed by law, the University will keep confidential the information relating to the reasons for requests for FML.

(7) Restoration of Position

When the FML is completed, the employee will return to the same or an equivalent position with commensurate terms and conditions of employment. The University reserves the right to place the employee in an interim assignment, with equivalent pay and benefits that better accommodate the employee's need for leave, or the needs of the students, or the University's operations. For a faculty member, an interim assignment will not normally exceed one semester.

(8) Aid to Interpretation

To the extent that this document is incomplete or ambiguous, the language of the Family and Medical Leave Act or the U.S. Department of Labor regulations will prevail.

10. Adoption and Foster Care Leaves

a) Faculty Rights

Adoption and foster care are common family care events that may require a temporary interruption in the way in which a faculty member meets contractual responsibilities. A faculty member has the right to secure free time to attend to either adoption or foster care events and related medical or legal conditions without prejudicing that faculty member's chances for a salary increase, promotion, tenure or other benefits.

b) Faculty Options

Release time for a faculty member to attend to either adoption or foster care events can be arranged with the department Chair or Director. The faculty member may choose from among those leave options delineated in either *B.II.B.7*, Pregnancy , Family Care and Sick Leave for Faculty, or *B. II. B.9*, the Family and Medical Leave Act Policy. In the case of a faculty member, adoption and foster care - related time shall be arranged on mutually acceptable terms with the employee's immediate supervisor. When such agreement is not possible, the faculty member may use sick-leave time to attend to the adoption or foster care event.