AGREEMENT BETWEEN

FACULTY ALLIANCE OF MIAMI, AAUP-AFT

AND

MIAMI UNIVERSITY

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Article 1
Purpose

The purpose of this Agreement is to set forth the terms and conditions of employment and dispute resolution procedures as to the bargaining unit faculty members, between the University and the Union.

Article 2
Recognition

Miami University (the "University") recognizes the Faculty Alliance of Miami, AAUP-AFT (the "Union"), pursuant to the Ohio State Employment Relations Board ("SERB") Order of Certification, dated June 8, 2023, in Case No. 2022-REP-06-0069, as the exclusive representative of the employees in the bargaining unit described as follows, for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment pursuant to Section 4117.08 of the Ohio Revised Code:

> **Included:** All full-time faculty at all campuses of the University, including tenured and tenure-track faculty; teaching, clinical professors and lecturers ("TCPL" faculty).
>
> **Excluded:** Visiting faculty; visiting instructors; librarians; and employees holding multiple appointments, as addressed in SERB Opinion 2023-002; all managerial employees including the president, vice presidents, provost, associate and assistant provosts, deans, associate and assistant deans, and department chairs; supervisory employees; and all other employees of the University.

Article 3
Academic Freedom

The parties hereto recognize the principles of academic freedom, as set forth in applicable law and the University's Academic Freedom and Principles of Academic Freedom policies, which incorporate the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure, and the amendments thereto.

Article 4
Dues Deduction

1. The University will deduct regular union dues, as well as any applicable union fees, fines, and assessments, special assessments, and contributions to the political action fund of the AAUP/AFT, for any bargaining unit faculty member upon receipt of a written deduction authorization signed by the bargaining unit faculty member. Deductions will begin within sixty (60) calendar days after receipt of a bargaining unit faculty member's signed authorization card by the University.

2. Deductions for each month shall be transmitted to the Union no later than the fifteenth (15th) of the following month, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon the Union for the administering of these deductions. The University shall provide an alphabetized electronic list of bargaining unit faculty members who have authorized deductions, and amounts deducted from each, on a quarterly basis.

3. The bargaining unit faculty member's dues deduction authorization shall remain in effect until expressly revoked in writing by the bargaining unit faculty member in accordance with the terms of the authorization. When the Union determines that a bargaining unit faculty member's payroll deduction should cease, the Union will be responsible for notifying the University in writing. The University will rely on the information provided by the Union to cancel or change authorizations due to revocation. Updates to deductions shall be made by the University within sixty (60) calendar days after receipt from the Union of changes to dues authorizations, fees, fines, and/or assessments.

4. Questions regarding dues, fees, or other deduction shall be resolved between the affected bargaining unit faculty member and the Union. Where appropriate, a refund shall be made directly to the affected bargaining unit faculty member by the Union.

5. The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made in accordance with this Article.

Article 5
Labor-Management Meetings

1. The Employer and the Union agree to hold regularly scheduled Labor-Management meetings at mutually agreed upon times, through their designated representatives.

2. The number of representatives shall not exceed eight (8) per party, except by mutual agreement of the parties.

3. During the first twelve (12) months following ratification of this Agreement, the parties agree to meet at least every ninety (90) days. Thereafter, such meetings may be held once each Fall, Spring, and Summer term. Additional meetings may be scheduled or cancelled by mutual agreement.

4. The parties will exchange agendas at least two (2) business days prior to a regularly scheduled meeting.

Article 6
Health, Safety and Security

1. The Union and all bargaining unit faculty members will comply with all University policies, rules and regulations relating to workplace safety. The University will continue to provide a safe working environment in accordance with its policies and applicable law.

2. Bargaining unit faculty members will immediately report in writing to Campus Security, Environmental Health and Safety, or their Chair or Dean, as appropriate, all workplace-related matters regarding safety and/or hazardous conditions of which they are aware. The University will investigate such reports as it determines is necessary to maintain safe working conditions.

3. The University will provide timely, appropriate training to bargaining unit faculty members who are required to perform duties that involve potential hazards to safety and health, as determined by the University. The parties recognize that trainings may be required for performance of certain job duties. As such, bargaining unit faculty members shall complete all safety trainings as assigned.

4. Bargaining unit faculty members shall comply with all University drug and alcohol policies, including those relating to reasonable suspicion and post-accident drug and/or alcohol testing.

5. The University will provide personal protective equipment to bargaining unit faculty members consistent with their job duties, as determined by the Office of the Vice President for Research and Innovation, or its equivalent, as applicable. Any bargaining unit faculty member may request additional PPE from the ORI, if necessary to maintain a healthy, safe, and secure working environment, as determined by the University.

6. The University agrees to work to ensure that lactation rooms are accessible, private, and clean. In the event that a bargaining unit faculty member needs access to a secure room for the purpose of expressing milk after the birth of a child, they should inform their Chair or other department head, as applicable. The University will work with the bargaining unit faculty member to designate a room for this purpose within the building where the bargaining unit faculty member is located, or nearby, if there is no designated space within the bargaining unit faculty member's building.

7. The University agrees to provide at least one (1) gender-neutral restroom for every two (2) floors in all campus buildings, when and where practicable, as determined by the University. The University shall make the locations of gender-neutral restrooms known to the campus community.

Article 7
Association Rights

I. Bargaining unit faculty members selected as Union representatives for the purpose of processing grievances as defined in Article 21 shall be known as "Delegates." Delegates shall be permitted to attend to the processing of grievances or attend to matters having a bearing on discipline, during working hours without loss of pay, provided that a Delegate who desires to process grievances or conduct other authorized Union activity on University time shall contact their Chair with reasonable advance notice for the purpose of making arrangements for the conduct of the Union activity. Upon obtaining prior approval from the Chair, the Delegate shall be permitted to attend meetings related to grievances during working hours without loss of pay. This right shall not be abused, and if abused, shall be withdrawn from the individual abusing the privilege, at the University's discretion.

II. By the first day of classes for the Fall and Spring semesters, the Union will provide the University with a list of Delegates. The Union shall notify the University of any changes to this list within five (5) business days after such change.

III. For purposes of service recognition only, no more than three bargaining unit faculty members shall each be entitled to receive one workload equivalency of service credit per semester (Fall/Spring) for FAM-related activities. This does not limit other bargaining unit faculty members from listing appropriate FAM-related activities as part of their overall service record in annual reports, despite not receiving a workload equivalency of service credit for such activities.

IV. FAM, AAUP-AFT may buy out up to four (4) workload equivalent releases as defined by the University, per academic year, to be used for purposes of conducting Union business related to the administration of this Agreement, processing grievances under this Agreement, and bargaining for a successor agreement. The Union may request to buy out additional workload equivalent releases and shall be granted at the University's discretion. Availability of workload buyouts is subject to the operational needs of the University and the bargaining unit faculty member's school regional campus, and/or department, as applicable. If the University is unable to accommodate requested workload buyouts in a given term or academic year, the University shall work with the Union to accommodate the request in a future term or academic year. No individual bargaining unit faculty member shall be permitted to buy out of their entire teaching workload in any given semester.

V. Requests for workload buyouts or identification of those faculty members intended to receive service workload equivalencies must be submitted in advance of the semester or term for which the buyout is requested or the application of service workload equivalencies, as follows:

i. For fall semester, identification of service credit and requests for buyouts must be received by December 1st of the previous year. For spring semester, must be received by July 1st of the previous year.

a. Workload buyout requests, including the costs of such requests pursuant to University policy, will be processed in accordance with the bargaining unit faculty member's school, regional campus and/or department policies and procedures, as applicable.

b. Full-time bargaining unit faculty members who receive workload equivalent release buyouts pursuant to this section shall continue to be deemed full-time for all purposes under this Agreement.

In the event a University faculty administrator within the scope of R.C. 102.03(A)(1) returns to the bargaining unit, consistent with the administrator's obligations under R.C.102.03(B), they shall never be permitted to use or disclose, on behalf of or to FAM, confidential information that was acquired during their service as an administrator. Furthermore, for a minimum of one year following the administrator's return to the unit, they shall not be permitted to act in a representative capacity on behalf of FAM regarding: (a) any matter in which they personally participated in their role as an administrator; or (b) concerning information or issues that the administrator was privy to by virtue of their role as an administrator. This provision does not preclude the former University faculty administrator from being a member of FAM or from engaging in activities that fall outside the scope of the restrictions noted above.

Article 8
Management Rights

I. Except as expressly limited by the terms of this Agreement, nothing shall limit the right and responsibility of the Board of Trustees, directly or acting through its duly constituted authorities, to exercise all powers, rights, authorities, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, whether exercised or not. Without limiting the generality of the foregoing, nothing contained herein shall in any way limit the University's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

II. Except as otherwise limited by this Agreement, these rights include the right to:

a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;

b. direct, supervise, evaluate, and hire Bargaining Unit Faculty or other employees;

c. maintain and improve the efficiency and effectiveness of University operations;

d. determine the overall methods, process, means, or personnel by which University operations are to be conducted;

e. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Bargaining Unit Faculty or other employees;

f. determine the adequacy and composition of the work force;

g. determine the overall mission of the University;

h. effectively manage the work force; and

i. take actions to carry out the mission of the University.

III. The parties agree that the University has the right to exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include but are not limited to class size, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, modality of instruction, introducing new methods of instruction and new work methods and facilities, and decisions regarding who is taught, and who does the teaching.

IV. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

V. The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances, unless the exercise of such rights violates an express written provision of this Agreement.

VI. The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, pandemic, natural disaster, situations involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer agree that in such circumstance the Employer shall not be required to provide notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining.

Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

Article 9
Separability

Should any portion of this Agreement be determined by a duly constituted court of competent jurisdiction or administrative agency or governmental body having jurisdiction, including the State Employment Relations Board, to be in conflict with any applicable law or regulation, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall meet and discuss regarding lawful replacement language.

The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

Article 10
Non-Discrimination and Anti-Harassment

1. The University, the Union and bargaining unit faculty members affirm their dedication to the principles of equal opportunity and freedom from unlawful discrimination; as such, the University, the Union and bargaining unit faculty members will not discriminate on account of any protected categories under federal, state, or local law or University Policy, including the following: age, color, disability, gender identity or expression, genetic information, military status, national origin (ancestry), pregnancy, race, religion, sex/gender, status as a parent or foster parent, sexual orientation or protected veteran status or membership or non-membership in, or activity on behalf of or in opposition to, the Union. Unlawful discrimination includes unlawful sexual harassment.

2. The University affirms and the Union acknowledges the University's obligations as a federal contractor with regard to affirmative action.

3. The University will offer training to all bargaining unit faculty members regarding unlawful discrimination. Bargaining unit faculty members shall complete any required training regarding unlawful discrimination and diversity, equity and inclusion. Bargaining unit faculty members will ordinarily be required to complete training regarding unlawful discrimination no more frequently than every two (2) years.

4. The University will provide necessary reasonable accommodation, if it can do so without undue hardship on the operation of the University, to bargaining unit faculty members with a disability who request such accommodation, in accordance with University policy and applicable law.

Article 11
Appointments

1. All bargaining unit faculty members shall receive written notice of initial appointment as promptly as possible, but, absent emergency circumstances, no later than thirty (30) days before the start date of the appointment. The University shall make a good faith effort to provide reappointment letters as early as possible, but no later than thirty (30) days after the start date of the reappointment.

2. The Notice of Appointment shall include the following:

    a. Start date of appointment;
    b. Title and rank;
    c. Duration of appointment and, if applicable, whether it is contingent on external funding;
    d. Tenure status (tenured, tenure-track, or TCPL), including an expected timeline for promotion, as approved by the Provost;
    e. Campus (Primary Worksite), School or Division, Department(s), and Program(s), as applicable;
    f. Where applicable and available, the memorandum of understanding for joint appointees;
    g. Base compensation (information related to pay dates is available on the Academic Personnel website);
    h. A statement that this position is one represented by FAM, AAUP-AFT and covered by this Agreement;
    i. A link with access to the applicable collective bargaining agreement and policies relevant to bargaining unit faculty members' employment with the University and the University policy library;
    j. Any required employment trainings.

3. Campus, School, Division or Department-specific information shall be provided to bargaining unit faculty members by the Chair and/or Dean, as approved by the Office of the Provost. This information will be provided within thirty (30) days after the start of the bargaining unit faculty member's initial appointment.

    Appointments are subject to and contingent upon internal University approvals and any additional requirements for employment by the University.

Article 12
Appointment and Promotion of Tenure-Track and Tenured Faculty

I. This Article shall apply only to bargaining unit faculty members appointed to tenure-eligible ranks ("Tenure-Track Faculty") and faculty who have been awarded tenure ("Tenured Faculty").

II. Appointment of Tenure-Track Faculty

1. Tenure-Track Faculty shall initially be appointed at the rank of Assistant Professor, unless otherwise approved by the dean (in consultation with the department) and Provost.

2. Except as otherwise specified herein, Tenure-Track Faculty shall ordinarily serve a probationary period of six (6) years. Any credit granted towards a bargaining unit faculty member's probationary period at the time of hire shall be at the University's discretion.

3. For Tenure-Track Faculty who begin service at the University after the start of an academic year, time counted toward their probationary period shall begin at the start of the faculty member's first full academic year of service.

4. Upon recommendation of the dean (in consultation with the department), Provost and President, the Board of Trustees may confer tenure to a newly hired bargaining unit faculty member hired at the rank of Associate Professor or Professor. Such conferral of tenure shall be at the University's sole discretion.

5. Tenure-Track Faculty will be reviewed during their probationary period in accordance with University policy and will receive an annual formative evaluation of their progress toward promotion. [Annual Review of Probationary Members of the Faculty]. Upon the initial evaluation by the Provost, which normally occurs in third year of their probationary period, unless the probationary period has been extended as in Section IV, a faculty member whose progress toward meeting criteria for tenure is deficient may be notified of their termination by July l of that year and offered a one (1) year terminal appointment following that year with no reduction in compensation.

6. Tenure-Track Faculty who have not been awarded tenure by the end of the last year of their probationary period will be notified of their termination by July I of that year and offered a one (1) year terminal appointment following the end of their probationary period.

7. Once awarded, the tenure of a bargaining unit faculty member shall continue until one of the following occurs: resignation, retirement, dismissal pursuant to the reason(s) listed in Article 22, or termination for just cause as provided in Article 20, or death.

III. Promotion of Tenure-Track Faculty and Application for Tenure

1. Each candidate for tenure and promotion will be judged individually on their own merits, not relative to other candidates.

2. Tenure-Track Faculty may apply for tenure only one time.

3. The process and criteria for promotion and tenure are set forth in University, divisional and departmental policy, as applicable. In the event of a change in University criteria for tenure during a bargaining unit faculty member's probationary period, a bargaining unit faculty member may seek tenure under the criteria in place at the time of initial appointment.

4. Except as otherwise provided in this Agreement, Tenure-Track Faculty shall be considered for tenure in the sixth (6th) year of their probationary period.

5. At the time of hire, upon approval by the Provost, Tenure-Track Faculty may receive up to two (2) years credit towards tenure. This credit must be noted in the original appointment letter. At the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period.

6. Tenure-Track Faculty may request in writing to waive part of their probationary period and apply for tenure before their sixth (6th) year, subject to approval by their dean (in consultation with the department) and Provost. Notice of the decision will be provided to the faculty member in writing.

IV. Extension of the Probationary Period

1. Extension of the probationary period refers to extending the time at which a bargaining unit faculty member is considered for tenure. Expectations for tenure for a probationary faculty member granted an extension remain the same as expectations for a probationary faculty member evaluated within the standard probationary period.

2. A one-year extension of a Tenure-Track Faculty member's probationary period shall be granted upon request by a Tenure-Track Faculty member who in the twenty-four (24) months prior to request for extension has (1) the birth, care or adoption of a child (under the age of five); (2) approved family medical leave in accordance with University policy; or (3) approved parental leave in accordance with University policy.

3. The University, at its discretion, may grant requests by Tenure-Track Faculty to extend their probationary period in circumstances other than those set forth in Section IV.2. Depending on nature and severity, examples of such circumstances may include (but are not limited to): loss or unavailability of research facilities, military service, or loss or uninhabitability of primary residence.

    a) To receive consideration, requests for extensions must be made in writing in accordance with University policy. A leave of absence of one (1) year or less will not be grounds for extending the probationary period absent other extenuating circumstances that justify extending the probationary period, as determined by the University.

    b) In extenuating circumstances, the University may, in its sole discretion, grant a second extension of a Tenure-Track Faculty member's probationary period. Denial of any request for a second extension shall not be subject to the grievance and arbitration procedure.

4. Extensions may be requested at any point between the start of the initial appointment and submission of the tenure/promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their probationary period.

V. Promotion of Tenured Faculty

1. Eligibility for promotion does not require that the person be engaged at least fifty percent (50%) of their appointment in regular teaching assignments or research.

2. Progress toward promotion may be discussed as part of a bargaining unit faculty member's annual evaluation.

3. Associate Professors with tenure may apply for promotion to Professor with tenure after three (3) years in rank, provided that they meet all criteria set forth in University, divisional and departmental policy.

In the event that an Associate Professor with tenure is denied promotion to Professor with tenure, they may reapply for such promotion no earlier than one (1) year following denial of promotion.

Article 13
Appointment, Renewal, and Promotion of TCPL Faculty

I. This Article shall apply only to bargaining unit faculty members appointed as Teaching and Clinical Professors and Lecturers ("TCPL faculty").

II. Appointment of TCPL Faculty

1. Qualifications for TCPL titles and appointment procedures are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)").
2. Length of TCPL faculty appointments shall be as follows:
    i. Appointments at the rank of Assistant shall be for one (1) academic year.
    ii. Appointments at the rank of Associate shall be for three (3) academic years.
    iii. Appointments at the rank of Senior Lecturer/Clinical Lecturer and Teaching/Clinical Professor shall be for five (5) academic years.
    iv. In some circumstances, upon the written recommendation of the department/program or department chair/program director, the Provost may hire TCPL faculty with an initial appointment at the Associate or Senior/Full rank.
    v. Time towards promotion shall begin at the start of the person's first full academic year of service in rank. Any credit granted towards a bargaining unit faculty member's promotion period at the time of hire shall be at the University's discretion.

III. Renewal, Non-Renewal, and Termination

1. Assistant TCPL Faculty
    i. Appointments of Assistant TCPL faculty may be renewed annually for a maximum of five (5) years.
    ii. If not renewed, Assistant TCPL faculty shall receive notice of non-reappointment by February 15 of the current academic year, except as provided in Section III.1.vi of this Article. Assistant TCPL faculty are eligible to receive, but not entitled to expect, annual renewal of their appointment.
    iii. In the TCPL faculty member's first year at Assistant or Lecturer rank, the department chair will assist the faculty member to develop a philosophy of teaching and service, and a two-page professional development plan (PDP). Guidelines for the PDP are set forth in Article 16.
    iv. Beginning in their second year, departmental promotion committees and chairs must provide a cumulative annual assessment of the dossier, TCPL faculty member's strengths and weaknesses and specific recommendations for improvement. The second and third year assessments must be submitted to the dean for review. Promotion and Tenure Committees that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank

being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.

v. Assistant TCPL faculty shall be reviewed in their fourth (4th) year for promotion to Associate TCPL faculty.

vi. A TCPL faculty member who failed to achieve promotion in their 4th year may reapply for promotion during their terminal 5th year. In the event the TCPL faculty member does not achieve promotion during their terminal 5th year, their employment will cease at the end of their terminal year.

2. Associate TCPL Faculty
   i. Appointments at the rank of Associate are renewable in three (3) year increments.
   ii. Associate TCPL faculty shall receive one full academic year's notice of non-renewal by July 1.
   iii. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner than December 1st of their fourth year as Associate TCPL faculty.

3. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor
   i. Appointments at the rank of Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor renew in five (5) year increments unless non-renewed or terminated in accordance with this Collective Bargaining Agreement
   ii. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive one full academic year's notice of non-renewal by July 1.

4. Assistant or Associate TCPL faculty may be non-renewed at the end of any appointment term, with notice as provided for in this Section.

5. TCPL faculty at the rank of Associate or higher may be terminated during the term of their appointment for failure to perform duties and associated responsibilities, including but not limited to, those defined in their Professional Development Plan in a satisfactory manner. The TCPL faculty member will first be given written notice of the deficiencies in performance and one (1) full academic year (two (2) full semesters) in which to demonstrate that the problem or deficiency has been overcome. The University may issue the notice of deficiencies and a contingent notice of non-reappointment concurrently. Whether the TCPL faculty member has overcome the deficiencies shall be determined by the University, in its sole discretion; if the University in its discretion determines that the deficiencies have been overcome, the TCPL faculty member shall be permitted to continue through the end of their existing term.

6. TCPL faculty at the rank of Associate or higher may be terminated for cause at any time by the Provost, in accordance with University policy.

IV. Promotion

1. Each candidate for promotion is judged individually on their own merits, not relative to other candidates.

2. TCPL faculty who wish to be considered for promotion are responsible for assembling and submitting a dossier of accomplishments and relevant supporting materials to their department/program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.

3. Qualifications for each rank and criteria for promotion are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)"), and supplemented by local governance documents for the faculty member's division or department, as applicable.

4. The promotion dossier is evaluated by the Promotion and Tenure Committee of the faculty member's department or program (when appropriate), the chair and/or program director (when appropriate), their divisional Promotion and Tenure Committee, and the academic dean. If there is a positive recommendation for promotion from the department or program (when appropriate), the chair and/or program director (when appropriate) or the academic dean, the dossier will advance to the Provost for consideration and decision. Promotion and Tenure Committees that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.

5. Promotion from Assistant to Associate TCPL Faculty
    a. TCPL faculty must apply for promotion to Associate following review in their fourth (4th) year as Assistant TCPL faculty.
    b. If TCPL faculty do not achieve promotion to Associate, their appointment shall terminate at the end of the fifth (5th) year.
    c. A one-time extension of time for application to Associate may be granted, at the University's discretion and in accordance with University Policy; for example, the University may, but is not required to, exercise its discretion to grant extension requests in the following circumstances: (a) a faculty member has within the twelve (12) months prior to the request been on an approved parental leave; (b) a faculty member has within the twelve (12) months prior to the request been on an approved family medical leave; or (c) a faculty member has within the twelve (12) months prior to the request been on an approved military leave.

d. Upon ratification of this Agreement, and for a nine (9) month period following ratification, Assistant TCPL faculty who previously opted out of the promotion process will have the opportunity to opt in by submitting written notice to their chair.

6. Promotion from Associate to Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor
    a. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner than December 1st of their fourth year as Associate TCPL faculty.

Article 14
Compensation

I. Base Compensation

A. Annual Increases

(1) Effective on the following dates, full-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the previous applicable fiscal year in a bargaining unit role, shall receive an increase to their base salary as follows:

July 1, 2023 (if employed in a bargaining unit role during the 2023-2024 academic year)	3.00%
July 1, 2024 (if employed in a bargaining unit role during the 2024-2025 academic year)	3.00%
July 1, 2025	3.00%

The 2023 and 2024 increases shall be effective and applied to bargaining unit members' base salary within a scheduled pay period no more than 90 days after ratification and are intended to reflect base salary increases for the 2023-2024 and 2024-2025 academic years.

(2) To address the difference between the increases to base salary (for July 1, 2023, and July 1, 2024 (above)) and what was paid to bargaining unit members in the 2023-2024 and 2024-2025 academic years, within 120 days of ratification, the University will make lump sum payments as follows:

(a) a lump sum equivalent to two (2.00) percent of the bargaining unit member's base salary in the 2023-2024 academic year; and

(b) a lump sum equal to three (3.00) percent of the bargaining unit member's equivalent base salary had it been calculated based on Section 2(a) above for the 2024-2025 academic year.

To qualify for either of the lump sum payments identified above, bargaining unit members must be currently employed. Additionally, (a) to qualify for the lump sum payment for the 2023-2024 academic year, a bargaining unit member must have been employed in a represented role that academic year; and (b) to qualify for the lump sum payment for the 2024-2025 academic year, a bargaining unit member must have been employed in a represented role that academic year.

If University's Board of Trustees approves an annual salary increase of more than 3.0% for full-time non-bargaining unit employees of the University effective July 1, 2025, the percentage difference between the approved increment and the 3.00% increase referenced above will be designated as a merit pool for bargaining unit faculty. Allocation of merit increases shall be at the University's sole discretion and shall not be subject to the grievance and arbitration procedure.

B. Promotional Increases

Bargaining unit faculty members who are promoted to a higher rank on or after the date of ratification of the Agreement shall receive a minimum increase to their base salary, effective on the date of the bargaining unit faculty member's promotion, under the following calculations:

1. A TCPL Faculty promoted to Associate shall receive a minimum increase of $5,000.00 to their base salary;
2. A TCPL Faculty promoted to Senior or Full shall receive a minimum increase of $7,000.00 to their base salary;
3. A Tenure-track Faculty promoted to Associate Professor shall receive a minimum increase of $6,000.00 to their base salary;
4. A Tenured Faculty promoted to Full Professor shall receive a minimum increase of $9,000.00 to their base salary.

Promotional increases that become effective on July 1 shall be applied after the annual increase for the year that the promotion becomes effective.

C. Minimum Salary

The minimum base annual salary for TCPL faculty members shall be $55,000. The minimum base annual salary for Tenure-Track Faculty shall be $60,000.00.

D. Discretionary Retention Offers

The University may, in its discretion, offer individual bargaining unit faculty members salary adjustments for retention purposes. These increases are not subject to the grievance procedure or bargaining.

II. Supplemental Payments

The University may, in its discretion, provide supplemental payments to bargaining unit faculty members in connection with the performance of administrative duties and for summer and winter term work for which credit hours are not assigned. These supplemental payments are not subject to bargaining. The amount of any payment for administrative duties shall be provided to the bargaining unit faculty member in writing at the time of the assignment of such duties.

III. Overload

Teaching assignments in excess of a bargaining unit faculty member's regular teaching load, as determined by their academic unit, shall be compensated at the following minimum rates per credit.

Regional Campuses: $1025 per credit
Oxford Campus: $1025 per credit

Except as provided herein, the terms of overload assignments are set forth in University, divisional and departmental policy.

IV. Summer and Winter Terms

Teaching assignments during the Summer and Winter Terms, outside of the bargaining unit faculty member's normal assigned teaching load, shall be compensated at the following minimum rates per credit at full enrollment, as determined by the academic division, up to maximums of $20,000 for Oxford Campus and $10,000 for Regional Campuses, per course:

Regional Campuses: 3% per credit
Oxford Campus: 3% per credit

For courses that are above course minimums but do not meet the threshold for full enrollment for the course, as determined by the academic division, faculty will be compensated at an equivalent proportion of the 3% per credit rate, or $1025 per credit, whichever is greater. In such event, the University will inform the bargaining unit faculty member that the course did not meet the threshold for full enrollment and the bargaining unit faculty member may elect not to teach the course. The bargaining unit faculty member shall notify their Chair that they no longer intend to teach the course no later than 48 hours after being informed that the course did not meet the threshold enrollment.

Except as provided herein, the terms of Summer and Winter Term assignments are set forth in University, divisional and departmental policy.

V. Additional Compensation

The University may, in its sole discretion, elect to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the bargaining unit so long as it provides notice to the Union in advance. The Parties agree that any such decisions shall not be subject to the grievance or bargaining process.

VI. Pay Schedule

The University shall pay all bargaining unit faculty monthly in either ten (10) (nine-month plan) or twelve (12) installments (twelve (12) month plan), as the individual elects. The default pay arrangement is the nine (9) month plan. Election of the twelve (12) month plan must be made no later than August 15th for any given academic year, or at the time of hire if later than August 15th.

The first paycheck for the academic year will normally be paid on approximately August 31.

VII. Savings Clause

Notwithstanding the above or any other Article of this Agreement, in the event of financial exigency, the University reserves the right not to implement the Annual Increases, Promotional Increases or any other discretionary pay increases set forth above.

Article 15
Benefits

A. Medical, Vision, Dental and Other Insurance

The University shall continue to offer bargaining unit faculty members access to group insurance plans (hospitalization, basic medical, major medical, healthcare savings account, vision, dental, life and accidental death and dismemberment) as approved by the Board of Trustees on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law. The University will contribute to the monthly premium cost and healthcare savings account, where applicable, of the bargaining unit faculty member's medical plan of choice on the same basis and in the same amounts it does for other full-time non-bargaining unit employees, and bargaining unit faculty member monthly medical insurance premium contributions shall be made on a pre-tax basis. The terms and conditions of group insurance shall be governed by the applicable plan documents, as they may exist from time to time.

The University reserves the right to amend the plans referenced above at its sole discretion and without negotiation with the Union. Any changes made by the University to the group insurance plans shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the University shall negotiate with the Union. Notwithstanding the foregoing, with respect to health insurance premiums, the University may increase premium contributions at its discretion and without negotiation with the Union consistent with the following:

1. The University may in its discretion annually increase health premiums paid by bargaining unit faculty (which are tied to a percentage of annual salary and elected plan and coverage levels) by up to 7.5% per plan. Thus, if a bargaining unit faculty member's health premium contribution was 1.634% of their salary in 2025, the bargaining unit faculty member's health premium contribution for that same plan could not increase to more than 1.634% in plan year 2026.

   The Parties agree that the University's right to continue providing health care benefits to bargaining unit members on the same terms and conditions as for non-bargaining unit employees, including the right to make substantially similar changes and to increase health premiums by 7.5% annually shall survive the expiration of this Agreement absent a change negotiated by the Parties.

Spouses of bargaining unit faculty members shall be eligible for University medical, vision and dental insurance benefits pursuant to University policy. Dependent children of bargaining unit faculty members are eligible for medical, vision or dental insurance benefits through the end of the month when they turn age 26.

The University shall comply with all federal and state requirements, including the Health Insurance Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical information.

B. Flexible Spending Accounts

The University shall continue to offer bargaining unit faculty members access to participate in voluntary Flexible Spending Accounts (FSA) to pay for certain medical and/or dependent daycare expenses, on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law. The terms and conditions of FSA participation shall be governed by the applicable plan documents, as they may exist from time to time.

C. Employee Assistance Program

The University shall continue to offer bargaining unit faculty members, spouses, and dependents (and others at the sole discretion of the University) access to confidential Employee Assistance Program (EAP) services on the same basis as other full-time non-bargaining unit employees.

D. Employee Health Center

The University will continue to offer bargaining unit faculty members and dependents covered by the University's health insurance plan access to the Employee Health Center on the same basis as other full-time non-bargaining unit employees. The University reserves the right to determine the terms of Health Center services offered, including costs to bargaining unit faculty members, at its sole discretion.

E. Retirement Benefits

Bargaining unit faculty members shall be entitled to participate in the State Teachers Retirement System of Ohio (STRS), and the University's Supplemental Retirement Benefit plans, to the extent and on the same terms offered to other full-time employees of the University, subject to applicable law and regulation.

At the time of hire, bargaining unit faculty members may elect to participate in the Ohio Alternative Retirement Plan (ARP), rather than the STRS, to the extent and on the same terms offered to other full-time employees of the University, subject to applicable law and regulation. Bargaining unit faculty members who fail to (1) submit the retirement plan election form, (2) set up an account, and (3) choose a vendor within one hundred and twenty (120) days after their date of hire, will automatically default into the STRS plan.

F. Education Benefits

The University will continue to offer eligible full-time bargaining unit faculty tuition fee waivers for themselves and eligible spouses and dependent children, on the same basis as other full-time non-bargaining unit employees, in accordance with applicable University policy. The University reserves the right to modify University policy providing for education benefits, at its sole discretion during the term of the Agreement, and will provide the Union with notice of any such changes.

G. Miami Recreation Center

The University will offer bargaining unit faculty members access to all Miami Recreation Centers at all campuses, on the same basis as other full-time non-bargaining unit employees and in accordance with University policy. The University reserves the right to determine the terms of Recreation Center membership and programs offered, including costs and fees, at its sole discretion.

H. Travel Expenses

Reimbursement for travel expenses and other use of University funds related to travel within a bargaining unit faculty member's professional duties shall be in accordance with University policy.

I. Professional Development Funds

Available professional development funds will be distributed in accordance with the established policies and procedures of each academic unit, at the University's sole discretion.

J. Parking

Bargaining unit faculty will have access to parking in accordance with University policy.

Article 16
Faculty Evaluations

I. Annual Evaluations

1. All bargaining unit faculty members shall be reviewed on an annual basis in accordance with University, divisional and departmental policies for performance evaluations. Each Division shall make available to bargaining unit faculty members information about the review process, including timing, procedures and information they should expect to provide and receive in their annual evaluation.

2. Each Division will determine the criteria for, the manner of, and the bargaining unit faculty member's responsibilities in the evaluation process. Consistent with divisional requirements, departments may develop commonly accepted standards for evaluating categories of work of bargaining unit faculty members. Bargaining unit faculty members and the Union shall be made aware of any changes to the annual evaluation process in the fall of each academic year.

3. Each bargaining unit faculty member shall submit to their chair or program director, as appropriate, a written Annual Report of Professional Activities, as defined by their academic unit. Any bargaining unit faculty member who fails to complete an Annual Report of Professional Activities may receive an unsatisfactory performance evaluation in the chair or program director's sole discretion.

4. Annual evaluations shall set forth strengths, weaknesses, and specific recommendations for improvement. Additional assessments may be conducted upon recommendation of the bargaining unit faculty member's chair or program director, as applicable, or dean.

5. The results of the annual evaluation shall be conveyed to the bargaining unit faculty member no later than May 1. The results of the annual evaluation should include whether the bargaining unit faculty member's performance meets expectations, exceeds expectations, or is not meeting expectations, and if not meeting expectations, what areas need improvement. Each bargaining unit member will have the opportunity to respond to their evaluation in writing. The results of annual evaluations shall be considered in subsequent decisions on promotion, pay, awards, benefits, and other decisions related to continued employment.

II. Teaching Evaluation Plans

1. Each department shall develop a teaching evaluation plan in accordance with University, divisional and departmental policies, procedures and practices. The plan may also address both formative and summative assessments.

2. Any formal teaching evaluation plan must be appropriate to the discipline and will require multiple sources of teaching evaluations. Any formal evaluation of teaching shall not use non-university student evaluations (e.g., RateMyProfessor evaluations, blog posts). Bargaining unit faculty members must provide multiple measures of teaching effectiveness.

3. Evaluations of bargaining unit faculty member's teaching will include student evaluations of teaching but will not rely solely on student evaluations. Bargaining unit faculty members are expected to encourage students to complete an evaluation for each course taught by the bargaining unit faculty member. In the event low student evaluation response rates in a particular course negatively skew student evaluation results, the bargaining unit faculty will not be penalized.

4. In the event that a bargaining unit faculty member implements a new, experimental or innovative teaching approach in a single course, the bargaining unit faculty member may request, in writing, prior to the end of the term, that those course evaluations be excluded from annual reports, and/or of promotion and/or tenure dossiers. Bargaining unit members are eligible to waive reporting of end-of-semester evaluations for only one course every three years.

5. The Department of the bargaining unit faculty members may choose to use a peer evaluation as a method of formative or summative evaluation or in the dossier. Peer evaluation of teaching shall consist of the review of a bargaining unit faculty member's performance by other bargaining unit faculty members selected by mutual agreement between the department or program chair and faculty member, usually in the same or similar discipline, with the purpose of assessing and improving the quality of teaching. Observational visits by peer evaluators may be scheduled for and conducted at times and dates mutually agreed upon by the bargaining unit faculty member and the peer evaluator. The bargaining unit faculty member shall have the opportunity to respond to or correct any errors of fact in the peer evaluator's report before it is submitted to the department chair.

6. Teaching evaluations pursuant to the department's Teaching Evaluation Plan will be retained and considered as a part of the evaluation process for tenure, promotion, and merit salary increases.

III. TCPL Professional Development Plan and Evaluation

1. Each TCPL bargaining unit faculty member at the Assistant ranks shall develop and maintain a professional development plan in consultation with the department chair and with approval by the Dean, in accordance with University, divisional and departmental policies and practices. The PDP should include the sections and contents set forth in University policy and must be approved by the dean and provided to Departmental and Divisional Promotion and Tenure committees as

annual reports and dossiers are evaluated. Associate TCPL faculty who wish to pursue promotion must maintain a PDP for at least two full academic years (fall and spring semesters) prior to applying for promotion. Full TCPL faculty are not required to maintain a PDP.

2. The initial PDP should be submitted in the first semester of appointment as an assistant TCPL faculty member. The PDP plan should be flexible and open to revision on an annual basis, upon the mutual agreement of the TCPL faculty member and department chair. The PDP will be tailored to the specific professional expertise of the faculty member and the needs of the curriculum, program/department, division, and students. Any significant changes shall be implemented in coordination with the department chair and subject to approval by the Dean. The PDP will be retained and considered as a part of the evaluation process for promotion, and merit salary increases.

3. The PDP (and any subsequent revisions) should be signed and dated by the TCPL faculty member, Department Chair, and Dean or their designee. A lack of the bargaining unit faculty member's signature will not negate the PDP.

4. Annual evaluation and promotion expectations shall be based upon the TCPL faculty member's PDP.

IV. Formative Evaluations for Promotion

1. Bargaining unit faculty members in a promotable rank may request a formative promotion evaluation once per academic year, in addition to the annual evaluation described in Section I. Upon request, such evaluation shall be prepared by the department's promotion committee and chair or program director, as applicable.

2. Bargaining unit faculty members who request a formative promotion evaluation are responsible for providing cumulative information upon which the promotion committee and chair shall base their evaluation.

Article 17
Performance Improvement Plans

Should the University determine that a bargaining unit faculty member's performance is unsatisfactory in any area, the Chair, in consultation with the Dean, or their designee, will formulate a performance improvement plan (PIP) to remedy the performance issues. The bargaining unit faculty member will be offered an opportunity to meet to discuss the PIP before it is finalized. The PIP will include specific areas needing improvement, appropriate performance targets and a time period for achieving those targets. The Chair will meet periodically with the bargaining unit faculty member to review progress toward meeting the performance targets, normally including at least one or two semesters, unless the University determines, in its discretion, that a different time period is necessary to meet the performance targets. It is the responsibility of the bargaining unit faculty member to attain the performance targets specified in the PIP.

Bargaining unit faculty members who fail to satisfy the requirements of a PIP may be subject to discipline up to and including termination, pursuant to Article 20.

Article 18
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 members in accordance with University policy. Upon ratification of this Agreement, bargaining unit faculty members shall not accrue more than one hundred and fifty (150) sick days. Bargaining unit faculty members who have accrued more than one hundred and fifty (150) 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 partners, 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.

Article 19
Professional Development Leaves and Appointments

1. Faculty Improvement Leave

Full-time, tenured bargaining unit faculty members with teaching loads who have served at least seven (7) years in any rank in full-time service are eligible for Faculty Improvement Leave. Such leaves shall be in accordance with Section 3345.28 of the Ohio Revised Code and University policy. In a single year, because of commitments to teaching and service as well as to faculty development, the University will normally not authorize more than thirty (30) Faculty Improvement Leaves. The University retains the right to determine how many Faculty Improvement Leaves will be authorized annually.

The program provides release from teaching duties and other University assignments, either full compensation during one semester or two-thirds compensation during two semesters, continuation of University-provided insurance benefits and fee waivers, and eligibility for salary increment and promotion. For participants in the State Teachers Retirement System, contributions will be made as allowed by law. For participants in the Alternative Retirement Plan (ARP), contributions will be made as permitted by the plan. Participants in the Ohio Deferred Compensation plan may continue to make voluntary contributions, as permitted by law.

2. Assigned Research Appointments

Full-time tenured and tenure-track bargaining unit faculty members are eligible to apply for Assigned Research Appointments. Such appointments may be on or off campus, may be made available by the University in accordance with its operational needs, and shall be subject to all terms for such appointments set forth in University Policy.

Every probationary tenure-track bargaining unit faculty member, who (1) begins employment at the University with fewer than two years credit toward tenure and promotion, and (2) applies for an Assigned Research Appointment, will have their application granted and assigned no later than in the fourth year of their probationary period. The timing of the leave will be determined at the discretion of the department or division.

Article 20
Discipline and Discharge

Disciplinary Standards

A. Consistent with the terms of this Agreement, the University has and retains the right to discipline bargaining unit faculty members in accordance with applicable University, divisional and departmental policies, procedures, rules, and regulations, up to and including termination of the employment relationship prior to the expiration date of the employment contract.

B. The University shall not discipline or discharge any bargaining unit faculty member without just cause.

C. The University is committed to the use of progressive discipline. Disciplinary action shall be proportional to the nature and severity of the offense, noting that when the severity of the alleged offense or bargaining unit faculty member's history of discipline warrants a deviation, it is in the University's discretion to do so. Under certain circumstances, suspension without pay or termination may be an appropriate initial disciplinary action.

D. Absent emergency circumstances, disciplinary action or proceedings shall be initiated within thirty (30) calendar days after the University concludes its investigation of the allegations forming the basis of the charges, excluding days which the University is closed, and/or the bargaining unit faculty member is not on contract.

E. Bargaining unit faculty members are required to cooperate and provide truthful information in the University's investigation of any allegations of misconduct.

Predisciplinary Meetings

F. Prior to implementation of any suspension without pay or termination, bargaining unit faculty members will be provided with a predisciplinary meeting attended by the Provost or their designee.

1. The purpose of the predisciplinary meeting is to provide the bargaining unit faculty member an opportunity to respond to the allegations against them. The predisciplinary meeting is not an evidentiary hearing.

2. Written notice signed by the Provost or their designee of the allegations against the bargaining unit faculty member (with as much specificity as possible) will be provided to the bargaining unit faculty member and the Union no later than five (5) calendar days prior to the predisciplinary meeting. The faculty member or the Union may request an initial postponement of the predisciplinary meeting of up to seven (7) calendar days, which shall be granted. Further postponements shall only be granted at the University's

discretion. Subsequent postponements shall be for no more than an additional seven (7) calendar days.

3. Bargaining unit faculty members have the right, upon request, to be accompanied by a Union representative during the predisciplinary meeting, provided that the unavailability of a Union representative shall not delay the predisciplinary meeting, except as set forth in Section F.2 above. The notice of allegations shall inform the bargaining unit faculty member of this right.

4. Within seven (7) days following the predisciplinary meeting, the bargaining unit faculty member and the Union will be given written notice of any disciplinary action to be imposed.

5. Bargaining unit faculty members may agree to waive this predisciplinary meeting and such waiver must be in writing. The bargaining unit member shall copy the Union on this notice.

G. The University may suspend bargaining unit faculty members and place them on administrative leave with pay, relieve them of a portion of their responsibilities, or exclude them from campus or contact with students, in cases involving offenses that endanger the health, safety, and/or welfare of members of the University community, in its sole discretion. When such action is taken, the Employer will hold the predisciplinary meeting referenced in Section D as expeditiously as possible following the suspension, and in any case no more than thirty (30) days following the suspension unless an extension is agreed to by the parties in writing. The University will provide notice to the Union within 48 hours of a bargaining unit faculty member's suspension pursuant to this Section.

H. Grievances relating to suspension or termination may be initiated at Step Three of the grievance procedure of Article 21.

Disciplinary records shall be maintained in a bargaining unit faculty member's personnel file unless and until such discipline is vacated through the grievance and arbitration procedure, including any subsequent appeals therefrom.

Article 21
Grievance and Arbitration

I. The primary purpose of this procedure is to secure, at the lowest procedural level possible, a solution to the grievance of bargaining unit faculty members.

II. The parties agree that any individual bargaining unit faculty member, at any time, may present grievances to the University and have the grievances resolved, without intervention of the Union, if the resolution is not inconsistent with the terms of this collective bargaining agreement now in effect.

Alternatively, bargaining unit faculty members may request to have a union representative present at any discussion with the University related to the resolution of a grievance.

III. Definition and Scope

1. A "grievance" is an allegation by the Union, a bargaining unit faculty member, or a group of bargaining unit faculty members that there has been a violation involving the interpretation or administration of an Article(s) and Section(s) of the Agreement. The Union and all bargaining unit faculty members agree this Article is the exclusive procedure applicable to alleged violations of this Agreement, including disciplinary action taken with respect to bargaining unit faculty, and waive the right to any alternative procedure unless expressly provided for herein.

2. Unlawful discrimination or harassment in violation of Article 10 shall be reported through the University's Office of Equal Employment Opportunity ("OEEO"), and the claim shall be investigated in accordance with applicable policies and procedures, including but not limited to those relating to confidentiality. The grievance and arbitration process set forth in this Article is the exclusive procedure for challenging any discipline of a bargaining unit faculty member resulting from the University's investigation of any such claim, and such grievance shall be filed at Step Three. Nothing herein is intended to prevent a bargaining unit faculty member from filing a claim of unlawful discrimination, harassment, or retaliation with any administrative agency or court of competent jurisdiction.

IV. Grievance Procedure

A Union representative may be present at any meeting at any step of the grievance procedure set forth in this Section. Nothing contained in this Agreement shall be construed to prevent the informal resolution of any grievance, at any step of this procedure, which shall be documented in writing. Unless the parties agree otherwise, any such resolution or settlement shall be made without precedential effect.

The University will hold all personal information about the Grievant related to the disciplinary matter in confidence and will only disclose such information to individuals involved in the disciplinary or grievance process (including individuals with administrative responsibilities for processing discipline and grievances), unless otherwise required by law.

Where more than one grievance involves similar issues, the parties may agree to consolidate the grievances prior to arbitration.

Steps of the grievance procedure may be waived or modified in writing and by mutual agreement of both parties. The Union and/or grievant may withdraw a grievance at any step of the procedure. Grievance so withdrawn shall not be reinstated.

STEP ONE

Within thirty (30) calendar days of the occurrence giving rise to the grievance, the Union or bargaining unit faculty member shall present a grievance in an informal writing to their Chair or other unit head or their designee. The Chair or their designee will investigate the grievance as they deem appropriate, discuss the matter with the grievant and Union where appropriate, and respond in writing to the Union and/or grievant within twenty (20) calendar days.

STEP TWO

If the grievance has not been resolved at Step One, the Union or grievant shall reduce the grievance to a formal writing, stating the facts and listing the Articles and Sections of the Agreement upon which the grievance is based, and submit the written grievance to the Dean or their designee within twenty (20) calendar days of receipt of the University's Step One response. The Dean or their designee will have twenty (20) calendar days following the receipt of the written grievance to investigate the matter as they deem appropriate, meet with the grievant and Union to discuss the matter and submit a written response to the grievant and Union. The Union may appeal the grievance to the next step within twenty (20) calendar days of the University's denial.

STEP THREE

If the grievance has not been resolved at Step Two, the Provost, or their designee, will meet with a designated representative of the Union to attempt to resolve the grievance within twenty (20) calendar days of the appeal to this step. The Provost, or their designee, will provide the Union with a written response to the grievance within ten (10) calendar days of the parties' meeting.

For purposes of computing time under this Article, dates on which the University is closed or in recess for faculty (as listed in the Academic Calendar) shall be excluded.

Any extension to the time limits set forth herein must be by written agreement of the parties. Should the University fail to respond at any step within the timeframes contained in this provision, the grievance will be deemed denied and the Union may proceed to the next step in the procedure. No timeframe shall be binding upon the Union until a required response is given.

V. Negative Recommendations for Tenure and/or Promotion

A. Tenure and Tenure-Track Faculty

This Section V, Part A shall apply to tenured and tenure-track faculty.

Bargaining unit faculty members who have received a negative recommendation for tenure or promotion from the University Promotion and Tenure Committee ("UPT Committee") and/or from the Provost or their designee, have the right to appeal such negative recommendation pursuant to the procedures set forth in this Article, Section V, Part A. The parties acknowledge that the procedures described herein contain the sole appeal and/or grievance process available to bargaining unit faculty members seeking to appeal their negative recommendation for promotion or tenure.

Bargaining unit faculty members, who receive a negative recommendation for promotion or tenure from the UPT Committee, may submit a written request for reconsideration by the UPT Committee. Bargaining unit faculty members shall submit the request for reconsideration to the UPT Committee within ten (10) working days of receipt of the Written Statement of Reasons from UPT.

If a bargaining unit faculty member receives a negative recommendation, upon reconsideration, the bargaining unit faculty member will receive a written Statement of Reasons from the UPT Committee no later than ten (10) working days from the date the of the request for reconsideration. The Provost or their designee must accept any negative recommendation, upon reconsideration, by the UPT Committee.

A bargaining unit faculty member who receives a positive recommendation upon reconsideration by the UPT Committee will be notified of such positive recommendation as soon as possible.

Any bargaining unit faculty member whose negative recommendation from the UPT Committee has been ratified by the Provost or their designee, or who otherwise receives a negative recommendation from the Provost or their designee, has the right to appeal to the President of the University or their designee. The basis of the appeal must be an alleged procedural error or inequitable treatment. The appeal must be submitted, in writing, within fifteen (15) working days from the date of written notice of the denial of the bargaining unit faculty member's application for consideration or reconsideration for tenure or promotion.

If the President of the University makes a decision to deny a bargaining unit faculty member's appeal, the Union may submit the matter to arbitration consistent with the procedures set forth in Section VIII of this Article.

Appeals may also be based on allegations of discrimination, covered by University policy [Prohibiting Harassment and Discrimination]. Appeals alleging discrimination should be presented, in writing, to the Office of Equity and Equal Opportunity. Bargaining unit faculty members are urged to file such appeals within fifteen (15) working days from the date of written notice of the denial of the bargaining unit faculty member's application for consideration or reconsideration for tenure or promotion.

A Union representative may be present at any meeting at any step of the appeal process set forth in this Section.

B. TCPL Faculty

This Section V, Part B shall apply to TCPL bargaining unit faculty.

Bargaining unit faculty members who have received a negative recommendation for promotion from the Provost have the right to appeal such negative recommendation pursuant to the procedures set forth in this Article, Section V, Part B. The parties acknowledge that the procedures described herein contain the sole appeal and/or grievance process available to bargaining unit faculty members seeking to appeal their negative recommendation for promotion.

Bargaining unit faculty members, who receive a negative recommendation for promotion, may submit a written request for reconsideration by Provost. Bargaining unit faculty members shall submit the request for reconsideration to the Provost within ten (10) working days of receipt of the Written Statement of Reasons from the Provost.

If a bargaining unit faculty member receives a negative recommendation from the Provost, upon reconsideration, the bargaining unit faculty member may submit the matter to arbitration consistent with the procedures set forth in Section VIII of this Article.

A bargaining unit faculty member who receives a positive recommendation upon reconsideration by the Provost will be notified of such positive recommendation as soon as possible.

Appeals may also be based on allegations of discrimination, covered by University policy [Prohibiting Harassment and Discrimination]. Appeals alleging discrimination should be presented, in writing, to the Office of Equity and Equal Opportunity. Bargaining unit faculty members are urged to file such appeals within fifteen (15) working days from the date of written notice of the denial of the bargaining unit faculty member's application for consideration or reconsideration for promotion.

A Union representative may be present at any meeting at any step of the appeal process set forth in this Section.

VI. Termination of Tenured Faculty

For purposes of this Article, Section VI, tenure revocation shall result in termination of employment. Bargaining unit faculty members with tenure who have been recommended for tenure revocation and termination by the Provost following the pre-disciplinary meeting provided in Article 20 have the right to appeal such recommendation for termination pursuant to the procedures set forth in this Article, Section VI. The parties acknowledge that the procedures described herein contain the sole appeal and/or grievance process available to tenured bargaining unit faculty members seeking to appeal their termination.

All recommendations made by the Provost or their designee regarding termination shall be implemented promptly unless appealed to the President.

The bargaining unit faculty member may appeal the recommendation of the Provost to the President within ten (10) working days of receipt of the recommendation of Provost. Appeals to the President must be made in writing and specify the basis of the appeal. The bargaining unit faculty member shall be entitled to submit materials in support of their appeal. The President shall establish a schedule for submission of any materials and determine whether or not to allow oral argument by the bargaining unit faculty member or the Provost or their designee. After deliberating on the appeal, the President may concur with the recommendation of the Provost, remand the matter to the Provost for further consideration or grant the appeal. The President will promptly provide a written report of his or her decision on the appeal to the Union and the bargaining unit faculty member.

The President's decision may be appealed to the Board of Trustees, which has the ultimate authority to take final action to promote the best interests of the University and to protect individual rights. The appeal to the Board of Trustees must be filed with the Secretary for the Board of Trustees within twenty (20) calendar days of receipt of the President's decisions. In its review of the appeal, the Board of Trustees may consult with the President and shall provide both parties an opportunity to present arguments. The Board of Trustees, in its discretion, may receive these arguments in writing, in person, or both.

If the Board of Trustees makes a decision to deny a bargaining unit faculty member's appeal, the Union may submit the matter to arbitration consistent with the procedures set forth in Section VIII of this Article.

A Union representative may be present at any meeting at any step of the appeal process set forth in this Section.

VII. Mediation

In the event that the parties cannot resolve the grievance at Step Three, before the grievance has been appealed to arbitration, the Union and the University may, by mutual consent, contact the State Employment Relations Board ("SERB") or Federal Mediation and Conciliation Service ("FMCS") for grievance mediation. All time limits shall be suspended while mediation is pending. The Union and the University shall share equally in any mediation costs. If the mediation takes place during the grievant's and/or Union representatives work hours, the grievant and/or Union representative shall not suffer any loss of pay or benefits to attend the mediation.

VIII. Arbitration

1. If the grievance has not been resolved at Step Three, the Union, but not the individual bargaining unit faculty member(s), has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party. Within twenty (20) calendar days of the receipt of the written response from Step Three, or failure of mediation, the Union shall submit a written notice to the Provost, or their designee, of its intent to submit the grievance to binding arbitration. Failure by the Union to request arbitration within twenty (20) days of a denial or mediation will result in the grievance being denied and the right to arbitration is deemed waived.

2. The parties shall have the right to mutually agree upon the arbitrator, but in the event they cannot so agree within twenty (20) calendar days of receipt of the above notice, the parties shall notify the FMCS of their intent to arbitrate a grievance. FMCS shall submit a panel of seven (7) arbitrators to each Party, each of whom shall be members of the National Academy of Arbitrators. In the event that either party finds the initial list of arbitrators to be unacceptable, it may reject the list and request a new list, at their cost, of arbitrators from the FMCS. No more than three (3) requests for another panel of arbitrators may be made by either party. Each party shall alternately strike a name until one remains. The University shall strike the first name. The person remaining shall be the arbitrator. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. The selection of the arbitrator and conduct of arbitration shall be in accordance with FMCS's then applicable rules of procedure.

3. The process of expedited arbitration, under the FMCS rules, may be utilized by the mutual written agreement of the University and the Union, on a case-by-case basis. Neither party is required to agree to expedited arbitration.

4. All decisions of the selected arbitrator shall be final and binding on the University, the Union, and all relevant members of the bargaining unit.

5. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement or modify any procedures (including any time limits) set forth herein.

6. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator, and the arbitrator shall have no authority to determine any other issues not so submitted to them.

7. The arbitrator shall have no jurisdiction or authority to issue an award that changes, modifies or restricts any action taken by the University with respect to the exercise of management rights under Article 8 of this Agreement.

8. The arbitrator shall have no authority to decide any issue relating to the merits of any academic judgment. For purposes of this Agreement, "academic judgment" means a judgment by the University and those acting on its behalf concerning competence, performance or academic standards. In cases involving academic judgment, the arbitrator shall not substitute their judgment for that of the University nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this Agreement or University policy have been followed. If an arbitrator determines that procedural steps have not been followed where an exercise of academic judgment is involved, the arbitrator shall direct the matter to be reconsidered by the appropriate decision maker in accordance with relevant procedural steps under University policy and procedure. Under no circumstances may an arbitrator override an academic judgment to direct that a bargaining unit faculty member be reinstated, appointed, reappointed, promoted or awarded tenure.

9. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to their hearing and deciding the merits of the case.

10. In disciplinary cases, evidence of all relevant prior offenses and misconduct shall be deemed admissible.

11. If the arbitration takes place during the grievant's and/or Union representatives work hours, the grievant and/or Union representative shall not suffer any loss of pay or benefits to attend the arbitration.

12. Five (5) business days prior to the scheduled hearing, the parties shall exchange the names of any witnesses to be called during their case in chief.

13. The cost of the arbitration shall be borne equally by the parties, including the arbitrator's fees and expenses and the cost of the hearing room. Each party shall pay its own individual expenses, including transcripts and the fees and reimbursement of its representatives and witnesses.

14. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

15. No recordings may be made of the hearing, except as needed by the preparer of a transcript.

Article 22
Financial Exigency and Academic Reorganization

I. In the event of financial exigency, the University will use its best efforts to evaluate ways to alleviate the financial crisis, including the following considerations:

a. Alternatives that would result in minimal deterioration of sustainable academic programs and that would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem;
b. Means of initiating mechanisms for generating additional income; and
c. Cost-cutting methods.

II. The University may dismiss tenured bargaining unit faculty members during the term of their appointments due to the following: (a) program, department or division elimination; or (b) financial exigency in accordance with the University's Policy "Termination Under Financial Exigency of a Tenured Appointment".

III. The University may dismiss or nonrenew tenure-track a bargaining unit faculty members during the term of their appointments, at its discretion, for the following reasons:

a. Financial exigency; or
b. Restructuring, reorganization or discontinuance of academic programs; or
c. Upon recommendation of the Dean with approval from the Provost: position elimination due to insufficiency of enrollment, curriculum change, lack of work, or lack of funding or financial resources.

IV. Except in the event of a financial exigency [as provided above], the following shall apply to dismissal or non-renewal of tenure-track and TCPL bargaining unit faculty members in the context of this Article.

a. Notice of dismissal or nonrenewal shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, the University will provide the following notifications:

1. bargaining unit faculty members with fewer than 5 full years of continuous service will be notified at least three (3) months prior to the end of their appointment period;

2. bargaining unit faculty members with at least 5 full years of continuous service but fewer than 10 full years of continuous service will ordinarily receive one full academic year's notice prior to the end of their appointment period, subject to the University's discretion; and

3. bargaining unit faculty members with more than 10 full years of continuous service or who have reached the rank of Senior or Full shall receive one full academic year's notice.

b. Each bargaining unit faculty member will be permitted to complete the period of their annual appointment in accordance with the terms of their appointment.

c. Each bargaining unit faculty member who has received notice of dismissal or nonrenewal pursuant to this section:

1. will be released at the end of any term or session from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.

2. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to one of the reasons set forth in Section III.

d. The Provost shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost shall make a reasonable effort to provide assistance in placement and counseling.

V. In the event of financial exigency as provided in Section III(a), tenure-track and TCPL bargaining unit faculty members who have received notice of dismissal or nonrenewal pursuant to this section:

a. will be released at the end of any term or session immediately following the date of their most recent appointment from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.

b. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to financial exigency of the University.

VI. In lieu of termination, the University shall make a good faith effort to reassign bargaining unit faculty members subject to dismissal or non-renewal to appropriate academic appointments in other schools, regional campuses or departments within the University. The University retains sole discretion to determine qualifications for any such reassignment. Subject to the University's determination of qualifications and other academic needs, the University shall ordinarily dismiss untenured faculty before any tenured bargaining unit member is dismissed.

VII. Visiting and part-time faculty members shall be released before any full-time bargaining unit faculty member is released, unless it would result in a serious distortion of the academic program in which the faculty members are engaged, in the University's sole discretion.

VIII. In the event of program, department or division elimination, tenured bargaining unit faculty members shall be entitled to the following:

Fewer than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary
More than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary plus one (1) month's pay for each full year of service in excess of ten (10) years

IX. All processes under this Article shall be consistent with Article 10 of this Agreement and the University's Non-Discrimination Policy.

X. The parties recognize and agree that dismissal and/or nonrenewal decisions are matters of inherent managerial policy under Ohio Revised Code Section 4117, and therefore the termination of any bargaining unit faculty member for the reasons set forth in Sections II and/or III of this Article shall not be subject to the Grievance and Arbitration procedure. Notwithstanding the foregoing, within thirty (30) days of dismissal or nonrenewal of bargaining unit faculty member, pursuant to this Article, the Union may only file a grievance on the basis that the University failed to follow the procedures set forth in this Article related to dismissal or nonrenewal of a bargaining unit faculty member.

XI. Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.

Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" or convert to an individual policy at his/her full cost voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.

Article 23
Outside Employment and Professional Activities

Bargaining unit faculty members are expected to devote their full attention and talents to the University during their appointment period. Bargaining unit faculty members may engage in external activities, including employment, consultation or contracting with other entities, provided that such external services in no way interfere with the performance of the bargaining unit faculty member's University duties. Bargaining unit faculty members engaging in outside employment and other activities must comply with all Ohio Ethics laws and University policies regarding conflicts of interest and commitment [i.e., Ethics and External Services policy]. Bargaining unit faculty members will submit a Request to Perform External Services form where required by University policy. Permission for such outside activities may be withheld or withdrawn by the University if the University determines that such outside activities conflict with established University policies, interfere with a bargaining unit faculty member's University duties, or if a conflict with the Ohio Ethics Laws is identified.

Article 24
Intellectual Property

The University's Intellectual Property Policy, *Intellectual Property*, is incorporated by reference and applicable to faculty bargaining unit employees. The University reserves the right to modify such policy in its sole discretion during the term of the Agreement and will provide the Union with notice of any changes to such policy.

Article 25
Union Access to Information and Facilities

I. Bargaining Unit Information

1. The University will provide, at the Union's request and no more than once per fall and spring semester, the following information, if available and/or maintained by the University, for all bargaining unit faculty members, at no cost to the Union and in a mutually agreeable format:

    a. Name;
    b. Home or mailing address;
    c. Email address;
    d. Phone number;
    e. Academic school, campus, and department, as applicable;
    f. Rank;
    g. Tenure status (tenure-track, tenured, or TCPL);
    h. Gender;
    i. Race and ethnicity;
    j. Hire date;
    k. Begin and end dates of contract term, as applicable;
    l. Base annual salary; and
    m. Leave status.

2. The Union may request the above information no earlier than September 15 for the fall semester and February 15 for the spring semester, respectively.

3. The University shall notify the Union of approvals and denials of promotion or tenure no later than June 1.

II. Orientation

The Union shall be provided an opportunity to meet with newly hired bargaining unit faculty members after the completion of new faculty orientation.

III. Use of Facilities

The University will provide a designated office space of standard and/or customary size and on the Oxford campus, to be utilized by the Union. The Union shall have the full responsibility to furnish, equip and maintain its designated space, as well as for all charges related to such equipment, including telephones, printers and computer equipment. The Union will observe all established University rules and regulations related to use of facilities. Miami Police at the Police Services Center will have access to the space for security purposes only. The Union agrees that it will indemnify and hold the University harmless from any action commenced against the University arising out of the Union's maintenance and/or use of is designated space pursuant to this Section.

The Union may also request the use of University academic facilities for the purpose of conducting meetings or other Union-related business, as well as services related to use of the facilities, where available. Based on availability, the University will permit the Union to use such facilities and/or services on the same terms, including all customary fees and charges, as other non-student campus organizations. The Employer reserves the right to add or modify customary fees charged for the use of rooms, at its discretion, in accordance with University policy. Such facilities and/or services may be reserved in the name of the Union or by individual bargaining unit faculty members, stating in the reservation that the reservation is made on behalf of the Union. The Union agrees to comply with all University policies regarding the use of University facilities and/or services.

Article 26
Duration

1. This Agreement shall be effective upon ratification by FAM membership and approval of the University's Board of Trustees and shall continue in full force and effect through June 30, 2026.

2. The Agreement shall continue from year to year thereafter, unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary) of its desire to terminate or modify the Agreement. In the event either party provides such notice, the parties will commence negotiations over proposed modifications within a reasonable time.

3. The University may seek to modify any provision of this Agreement prior to its expiration where immediate action is required due to (1) exigent circumstances that arose after or were not known at the time of negotiations; (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such cases, the University may take immediate action necessary to carry out the functions and mission of the University, in its discretion, in response to the exigent circumstance or to comply with the change in law or regulation, but shall notify and bargain with the Union regarding such changes, and/or any bargainable impact thereto, as soon as reasonably possible.

Article 27
Facilities and Support

I. Facilities and Equipment

1. Based on the circumstances and availability, bargaining unit faculty members shall be provided with reasonable access to the following facilities and equipment, as necessary for performance of their assigned duties:

   a. Appropriate work space;
   b. Technology (e.g., printers/copiers, internet access, software and applications); and
   c. Secure file and storage space.

2. Each unit member will be provided with a computer that is not a shared device. The other resources listed herein may be provided on a shared basis.

3. The nature of any facilities, equipment or technology necessary to perform assigned duties shall be determined by the University. Any equipment or technology provided by the University remains the property of the University.

II. Library Services

No bargaining unit faculty member shall be denied access to library staff, services, or resources, including materials maintained in the University's library collection, due to the topic of their teaching and/or research, for purposes that are within the scope of their professional duties.

Article 28
No Strike/No Lockout

1. The University and the FAM/AAUP-AFT subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University programs and operations.

2. The FAM/AAUP-AFT and its officials will not directly or indirectly call, cause, authorize, instigate, engage in, support, condone, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, cessation of work, or any interruption or interference with the operations of the University. No bargaining unit faculty member shall instigate, engage in, support, encourage, or participate or assist in any way, in any strike (including a sympathy strike), slowdown, cessation of work or any interruption or interference with the operations of the University. Violation of this provision shall be proper cause for disciplinary action, including discharge at the University's sole discretion.

3. The Union shall at all times cooperate with the University in continuing operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the Union shall immediately notify all bargaining unit faculty members that the strike, slowdown, work stoppage or other interference with University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall immediately advise members of the bargaining unit to return to their duties at once.

4. The University agrees that it shall not order, authorize or ratify a lock out of any bargaining unit faculty members covered by this Agreement. Should any lockout occur, the University, in good faith, shall endeavor within twenty-four (24) hours after receipt of written notice from the Union to terminate the lockout and reinstate the bargaining unit faculty members, with no loss of pay or any other benefit.

With the exception of the sole question of whether the bargaining unit faculty member has engaged in any conduct prohibited by this Article, such discipline or discharge shall not be subject to the Grievance and Arbitration procedure.

Article 29
Agreement Construction

The Article or section titles throughout this Agreement are merely editorial identifications of their related text, and do not limit or control that text.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party has caused this Agreement to be executed by the hand of its proper officer or officers.

For the Union:	**For the Employer:**
NAME	NAME
TITLE	TITLE