This proposal is presented as part of the University's package proposal.

MIAMI UNIVERSITY PACKAGE PROPOSAL

January 3, 2025

The University makes the following package proposal to the Union. In making this package proposal, such package would have to be accepted in full in order for the parties to reach a tentative agreement on the following articles:

1. Management Rights [no change from 12.10.24]
2. Association Rights
3. Shared Governance Withdrawn by FAM/AAUP-AFT
4. Intellectual Property

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

January 3, 2025

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

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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.

VII. 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.

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MIAMI UNIVERSITY COUNTER PROPOSAL TO FAM/AAUP-AFT

January 3, 2025

ASSOCIATION RIGHTS

I. Bargaining unit faculty members selected as Union representatives for the purpose of processing grievances as defined in Article [Grievance and Arbitration] 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 be entitled to receive up to six workload equivalencies of service credit for FAM-related activities. Thus, up to three bargaining unit members can receive full service credit in an academic year for FAM-related activities. ~~, so long as no bargaining unit faculty member receives more than one workload equivalency of credit per semester for a total of two workload equivalencies of credit over the course of a single academic year.~~ 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.

~~III.~~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

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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.

~~IV.~~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.

VI. 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.

~~V. In the event a University faculty administrator returns to the bargaining unit, they shall not be permitted to engage in FAM-related activities for a minimum of one year following that return to the unit.~~

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

January 3, 2025

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.

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