

# Memorandum of Understanding

## Continuation of Certain Committee Activities

Miami University (the "University") and the Faculty Alliance of Miami, AAUP-AFT (the "Union") enter into this Memorandum of Understanding ("MOU") intending to be legally bound hereby.

Effective September 12, 2023, the parties agree as follows:

1. The Union was certified as bargaining representative for a unit of Tenured and Tenure Track and Teaching and Clinical Professors and Lecturers (TCPL) faculty on June 8, 2023.
2. Following certification, the University notified the Union that activities of certain University Senate committees would be paused during collective bargaining negotiations because the subject matter of those committees regularly includes or touches on mandatory subjects of bargaining under Ohio Revised Code Section 4117.08, and thus, bargaining unit members' participation in such committee activities creates the potential for unlawful direct dealing absent agreement between the parties.
3. Accordingly, the University and the Union agree that the activities of the following University Senate committees, and departmental and divisional committees that perform equivalent functions, will continue, subject to the terms set forth in Paragraph 5 below:
  - a. Awards and Recognition Committee
  - b. Committee for the Center for Teaching Excellence
  - c. Faculty Research Committee
4. The terms in Paragraph 5 shall also apply to the activities of the Institutional Review Board, Institutional Biosafety Committee, and Institutional Animal Care and Use Committee (IACUC).
5. The committees listed in Paragraphs 3 and 4 will continue their normal functions (status quo), provided that, when a final decision is reached by the committee regarding conferral of a benefit or other change to a bargaining unit faculty member's terms and conditions of employment (e.g., grant of an award, issuance of a sanction or penalty), the University shall notify the Union of the final decision in writing. The Union expressly waives any right to (1) bargain over changes to a bargaining unit faculty member's term or conditions of employment in connection with committee activities and/or committee decisions covered by this MOU, and (2) file any unfair labor practice charge with the Ohio State Employment Relations



Board or other legal action based on dealings between bargaining unit faculty members and the University in connection with committee activities and/or committee decisions covered by this MOU.

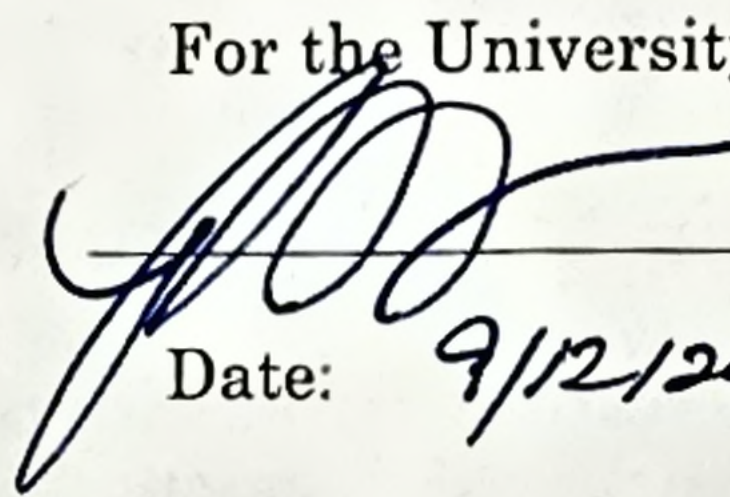
6. This MOU shall expire on January 26, 2024, unless the parties mutually agree in writing to extend its terms.

For the Union:



Date: 9.12.23

For the University:



Date: 9/12/2023