

Association Rights

[This article includes general expectations regarding responsibilities under this contract]

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

The Miami University and FAM, AAUP-AFT, reaffirm their long tradition of, and deep commitment to, academic freedom and incorporate the Miami University Mission Statement (2023) into this agreement.

The administration recognizes the faculty of the University, vesting in it and, subject to approval by the Board of Trustees, granting it the power to make its own regulations through University Senate governing programs, the courses of instruction to be offered (including the modality and the appropriate time frame within which to offer them), conditions of instruction, grading policy, recommendations for degrees, honors and prizes, and other fundamental areas of curriculum and instruction. Important or structural alterations that affect the quality of instruction or the conditions of education for students or faculty must be subject to departmental, divisional, and university shared-governance provisions and ultimately University Senate review and approval.

ASSOCIATION RIGHTS

1. The University and FAM, AAUP-AFT recognize that each has a responsibility for the administration of this agreement.
2. The University agrees that all Union Members shall have the right to organize freely, including to join and to support FAM, AAUP-AFT for the purpose of engaging in collective bargaining. There shall be neither discrimination by the Board or Administration because of FAM, AAUP-AFT membership, nor shall any attempt be made to discourage membership in FAM, AAUP-AFT.

Section 1. Access to Information and resources for Contract Implementation

A. The University will continue to provide FAM, AAUP-AFT with access, as mutually agreed, to the employee database pertaining to current status of all members of the bargaining unit, including but not limited to name, email address, academic department, rank, tenure status, gender, years in service, years in rank, year of highest degrees, base salary and any other compensation, and leave status; race; ethnicity; interim changes, including promotions, terminations, and new hires of bargaining-unit faculty, complete with name, academic department, rank, tenure status, and base salary where new or changed; home or mailing address, and, when provided by the faculty member, their personal email address and cell phone

number. These data shall be provided on or before August 15th, December 15th, February 15th, and April 15th of each year.

B. Upon written request by FAM, AAUP-AFT, the University agrees to make available to FAM, AAUP-AFT, both in hardcopy and electronic formats, such data and information that is related to the enforcement or negotiation of this Agreement and future Agreements, including, but not limited to, any and all budgets, financial reports, and student enrollment data.

C. FAM, AAUP-AFT shall be afforded the privilege of contracting for University services and facilities as may be contracted for by other campus groups or organizations, at the same cost regularly assessed for student groups.

D. FAM, AAUP-AFT will be furnished with information regarding Board of Trustee meetings and actions in accord with Ohio's open meeting and public records laws. FAM, AAUP-AFT shall be furnished with a copy of the minutes of each meeting of the Board of Trustees and other public documents issued by the Board. Agenda of public meetings shall be made available to the FAM, AAUP-AFT at the same time they are made available to the Board.

E. An electronic copy of this Agreement in accessible, searchable .pdf format will be provided to FAM, AAUP-AFT.

Section 2. Union Dues

A. The University will deduct regular union dues, fees, fines, and assessments established under the terms of the FAM, AAUP-AFT Constitution, using payroll deduction for FAM, AAUP-AFT members, upon presentation of a signed, written deduction authorization by the FAM, AAUP-AFT member. All deductions, together with an alphabetical list of names of members of the FAM, AAUP-AFT whose dues or fees have been deducted, shall be transmitted to FAM, AAUP-AFT no later than the fifteenth (15th) of the following month, and, upon receipt, FAM, AAUP-AFT shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon FAM, AAUP-AFT for the administering of these deductions.

B. Questions regarding dues, fees, or other deduction shall be resolved between the claimant and the AAUP or AFT, and a refund, if appropriate, shall be made by the AAUP or AFT.

Section 3. Service Recognition

- A. For purposes of service recognition only, all University committees and administrators evaluating Union Member performance shall consider and credit service to the local FAM, AAUP-AFT union in the same manner as they consider and credit service to the University and shall consider and credit service to the state and national AAUP/AFT in the same manner as they consider and credit service to all other professional associations.
- B. The University will allow the full-time use of a room for union officers and designated union representatives, including office and storage space exclusively for the use of FAM, AAUP-AFT, and non-exclusive conference room space, as well as a telephone line, data line, and access to the University's secured network.
- C. The University shall grant FAM, AAUP-AFT six (6) course releases per year of at least three (3) credit hours each for the purposes of release time to administer FAM, AAUP-AFT, which shall determine when and to whom the course releases are to be allocated, provided, however, that no Union Member shall receive more than two (2) course releases per semester pursuant to this Section. FAM, AAUP-AFT may purchase up to six (6) additional course releases at the course overload rate.
- D. Members of the bargaining unit may be employed or act as independent contractors with other entities including colleges and universities. The relationship between the University and members of the bargaining unit shall permit to perform academic and other responsibilities as long as they fulfill contractual obligations to the University.

Section 4: Adequate Facilities

The University and the FAM, AAUP-AFT recognize that an adequate educational environment and supporting services both in person and online are necessary for effective teaching effectiveness, learning, scholarly/creative activity, and service, consistent with the University's mission.

4.1.1 The University shall provide each member of the unit with healthy, accessible, safe, and clean conditions of work. Levels of technical, professional, clerical, and other support services shall be comparable to peer institutions. The University shall make a good faith effort to provide to each Faculty Member space and facilities

adequate for effective and safe teaching, research, advising, and all other activities necessary to their academic discipline.

4.1.2 Libraries. The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to the Faculty and student needs consistent with standards of quality recognized at a national level.

4.1.3 Supplies and Equipment. The University recognizes that adequate budgets for supplies and equipment are essential for high-quality instruction.

4.1.4 Research Support. The University recognizes the need to support faculty research and scholarly activity via funding for faculty, graduate, and undergraduate researchers. The University shall make good faith efforts to increase these budgets to be consistent with that of aspirational benchmarking universities.

4.1.5 Support Personnel. The University recognizes the need for adequate budgets for support personnel providing services within Academic Units.

4.1.6 Parking, Dining, Meeting Space. The University shall ensure (1) adequate free parking for faculty; (2) that at each campus there shall be cafeteria service to the extent possible; (3) substantial Faculty involvement in the decision to renew food service contracts; (4) adequate meeting rooms.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. 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, and (2) the Union membership has ratified the full collective bargaining agreement.