

This proposal is presented on February 21, 2024 as part of a package of Dues Deduction and Separability and is conditioned on the Union's acceptance of both.

## MIAMI UNIVERSITY COUNTER PROPOSAL TO FAM/AAUP-AFT

February 21, 2024

### 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 ~~bi-monthly~~ ~~quarterly~~ basis (every other month).
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.

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.

The University also reserves the right to amend or withdraw any proposal that conflicts with pending legislation, including S.B. 83 - Ohio Higher Education Enhancement Act.

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## **MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT**

**November 1, 2023**

### **SEPARABILITY**

Should any portion of this Agreement be ~~found~~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.

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