

Faculty Alliance of Miami, AAUP-AFT Proposal to Miami University

February 26, 2024

# Non-Discrimination

~~1. Building and maintaining a diverse and inclusive community is an integral part of Miami University’s mission and success. Both parties bound by this contract are fully committed to equal opportunity, affirmative action diversity, and eliminating discrimination and harassment. Miami University and the Union will not discriminate on account of any protected categories under current federal, state, or local law or University policy, including but not limited to the following; the basis of 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, caste, citizenship or immigration status, ~~or~~ protected veteran status, membership or non-membership in the Union, or activity on behalf of or in opposition to the Union, in its educational programs, activities, facilities, extra-curricular programs, invited speakers, administrative policies or employment practices.~~

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~~1. \_~~

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~~Of particular import:~~

2. Miami University affirms and shares FAM, AAUP-AFT’s belief that there should be equity in relation to how ~~Tenured, Tenure Track, and TCPL (all ranks)~~ bargaining unit members at any rank are treated by university policies and within individual units or departments. This includes but is not limited to the availability to attend various programs or functions and the right to serve as department chair or other departmental level leader.

3. Both parties agree that bargaining unit members assigned to the Regional campuses shall be treated the same as members assigned to the Oxford campus. This includes, but is not limited to, access to programs, technology, libraries, and other resources on every campus. Policy differences should only exist when they are mutually deemed necessary by the University and the Union (for example, where such differences appear in this Agreement).

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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.

38 4. Both parties agree that any unit member who has a documented need for any reasonable  
 39 accommodation, in accordance with the Americans With Disabilities Act, will receive  
 40 that accommodation within ten (10) business days of a documented request to the  
 41 appropriate office on campus or to ADAFacultyStaff@miamioh.edu, unless providing the  
 42 accommodation would represent an undue hardship to the operation of the University.  
 43 The University shall provide the Union with a detailed written rationale of how any  
 44 denied request imposes an “undue hardship” on the operation of the University, and a full  
 45 explanation of how the University will remain in compliance with the ADA. Unless a  
 46 condition outside the University’s control delays it, all requests for accommodation shall  
 47 be responded to within ten (10) business days. Any requests that will require more time  
 48 shall be explained in writing to the Union within five (5) business days.

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 50 5. To acknowledge the importance of promoting diversity, equity, and inclusion (DE&I)  
 51 and of promptly resolving issues relating to those principles, any member of the  
 52 bargaining unit may raise their concerns at a regularly scheduled Labor-Management  
 53 Meeting; their attendance at this meeting shall not be included in the number of  
 54 representatives as outlined in Article : Labor-Management Meetings. This shall not  
 55 preclude the discussion of DE&I issues, related goals, and initiatives at other Labor-  
 56 Management Meetings.

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 58 ~~Pursuant to this contract, Miami University recognizes FAM AAUP AFT as the union’s~~  
 59 ~~representative entity and will not discriminate against any unit member for union activities.~~

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 61 ~~Both parties recognize that academia in America has a troublesome history with gender,~~  
 62 ~~sexuality and race. Recognizing Miami’s role as a leader in equity, both parties agree to establish~~  
 63 ~~a clear, uniform method for any member of the bargaining unit to request a review of their duties~~  
 64 ~~to confirm equitable treatment in relation to their peers. This process will be established before~~  
 65 ~~the start of the 2024-2025 school year, and will include oversight by both university~~  
 66 ~~administrators and FAM members.~~

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 68 ~~Both parties agree that past relations between the main Miami campus (in Oxford, OH) and the~~  
 69 ~~regional campuses in Hamilton, Middletown and West Chester, OH have been inequitable. All~~  
 70 ~~efforts will be made to treat the regional campuses as equitable partners in Miami University.~~

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 72 ~~Both parties agree that any unit member who has a documented need for any reasonable~~  
 73 ~~accommodation will receive that accommodation within 14 days of a documented request.~~

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