

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

July 8, 2024

Compensation

X.1. 2023-2024 Academic Year (FY2024)

- X.1.1. First, (1) bargaining unit members that received a promotional increase in FY23 and FY24 shall receive an increment equal to the difference in the promotional increase actually received and the promotional increases listed in section X.6, in no case shall this entail a reduction in the amount paid to the faculty member; then (2) all bargaining unit members' salaries will be adjusted, if necessary, to meet minimum salary requirements in section X.9.1.; this is the base salary used in X.1.2.
- X.1.2. A 4.0% increase shall be applied to the base annual salary of bargaining unit members calculated in X.1.1, effective July 1, 2023.
- X.1.3. The difference between what was actually paid in F2024 and this updated contract shall be paid in a lump sum within 90 days of the ratification of this contract.

X.2. 2024-2025 Academic Year (FY2025)

- X.2.1. Order of application of the increases shall be: (1) promotional increase (X.6); (2) adjustment, if necessary, to meet minimum salary requirements (X.9.1); and (3) all other increases calculated on the July 1, 2024 base salary, i.e. increases in X.2.2.1, X.2.2.2, X.2.2.3. The amount after (1) and (2) but before (3) shall be called the adjusted FY2024 base salary.
- X.2.2. A pool of 9.5% of total adjusted FY2024 base salary will be made available for annual salary increases.
 - X.2.2.1. Each bargaining unit member will receive an increase of 6.0% of their adjusted FY2024 base salary.
 - X.2.2.2. A 2.0% pool will be split evenly across all bargaining unit members.
 - X.2.2.3. A 1.5% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.

X.3. 2025-2026 Academic Year (FY2026)

- X.3.1. A pool of 6.5% of total FY2025 base salary will be made available for annual salary increases.
 - X.3.1.1. Each bargaining unit member will receive an increase of 3.75% of their FY2025 base salary.
 - X.3.1.2. A 1.25% pool will be split evenly across all bargaining unit members.

X.3.1.3. A 1.5% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.

X.3.2. Order of application of the increases shall be: (1) Increases in X.3.1, (2) Promotional Increases, (3) adjustment, if necessary, to meet minimum salary requirements (X.9.1).

X.4. 2026-2027 Academic Year (FY2027)

X.4.1. A pool of 6.5% of total FY2026 base salary will be made available for annual salary increases.

X.4.1.1. Each bargaining unit member will receive an increase of 3.75% of their FY2026 base salary.

X.4.1.2. A 1.25% pool will be split evenly across all bargaining unit members.

X.4.1.3. A 1.5% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.

X.4.2. Order of application of the increases shall be: (1) Increases in X.4.1, (2) Promotional Increases, (3) adjustment, if necessary, to meet minimum salary requirements (X.9.1).

X.5. Procedures for allocation of merit pool

X.5.1. Each year each department shall receive a proportion of the total merit pool amount for that year in (X.2.2.3 in FY2025, X.3.2.3 in FY2026, and X.4.2.3 in FY2027) equal to the department's proportion of total bargaining unit adjusted base salary. If a department does not have a merit procedure, or a procedure that does not adhere to the criteria articulated in X.5.3, they must create and finalize a policy based on the criteria articulated in X.5.3 before March 1, 2025.

X.5.2. All department merit evaluation procedures, criteria, and policies must adhere to the following principles:

X.5.2.1. Procedures must be structured so that bargaining unit members are provided a comprehensive, single evaluation of whether the faculty member either "does not meet expectations" or "exceeds expectations" or "meets expectations" based on the totality of the faculty member's professional and educational activities. No one receiving a "Meets expectations" rating shall receive a merit increase of less than 1% of their previous fiscal year adjusted base salary ($\frac{2}{3}$ of the 1.5% average merit raise). No one receiving an "Exceeds expectations" rating shall receive more than a 6% merit increase based on their previous year's adjusted base salary. Bargaining unit members receiving a comprehensive evaluation of "does not meet expectations" are not eligible for merit increases.

- X.5.2.2. Ensure that all bargaining unit members have an equal opportunity to earn merit for accomplishments in all professional activities, including teaching, research, service, and advising.
- X.5.2.3. The department may specify procedures to differentiate merit increases within the “meets expectations” and “exceeds expectations” evaluation categories.
- X.5.2.4. The procedures must be written through a democratic process (including all ranks and positions types) and approved by the bargaining unit members of the department using simple majority voting rules.
- X.5.2.5. The procedures must include a provision for faculty to bring appeals or complaints before a departmental body for discussion and possible resolution of questions or conflicts.
- X.5.2.6. The merit allocations must be based on the “meets expectations” and “exceeds expectations” evaluations. No departmental procedure can deem that merit will be *a priori* equally divided either in terms of dollars or percent of salary.
- X.5.2.7. Each member will receive written notification of their merit categorization and amount by April 1st of the fiscal year.

X.5.3. The decision on merit evaluations shall be made by the Chair, following the written procedures approved by the Department, with written justification provided to each bargaining unit member. The Chair’s decisions on merit evaluations may not be overruled unless necessary to ensure compliance with the department’s procedures as required by this Agreement; however, the Dean may choose to award an additional merit increase to any bargaining unit member using additional funds from outside the pools described in this article.

X.6. Promotional Increase.

- X.6.1. Each member of the Bargaining Unit receiving a promotion during the term of this Agreement shall receive an additional increase equal to the larger of 1.) fifteen percent (15%) of base salary, or 2.) a promotional increase minimum based on rank and title.
- X.6.2. **Promotional increase minimum**
 - X.6.2.1. Assistant to Associate - \$10,000
 - X.6.2.2. Associate to Full/Senior - \$15,000

X.7. Effect of Administrative Appointment on Faculty Salary.

- X.7.1. A Faculty Member who accepts an administrative appointment, and who subsequently returns to the Bargaining Unit, shall be returned to the salary they would have earned, including any MU/AAUP Contract mandated increases, had they remained a Bargaining Unit member. During the period of administrative appointment, the faculty member will accrue merit increases equal to the percentage rate given to the bargaining unit in articles X.2.2.3, X.3.2.3, and X.4.2.3. If management deems the returning member deserves an additional merit increase, they will inform FAM of that decision.

- X.7.2. In cases where initial appointment to a faculty title is accompanied by an administrative appointment, the appointment letter must specify the base salary that the appointee would have earned had the appointment been solely a faculty appointment. In such cases, should the appointee subsequently leave the administrative position and become a member of the Bargaining Unit, their base salary shall be the base salary specified in the initial appointment letter, plus any MU/AAUP Contract-mandated increases occurring during the time of the administrative appointment.

X.8. Compensation for Summer and Winter Semester Teaching

- X.8.1. Summer and Winter Term teaching is equally available to all full-time members of the faculty in a department.
- X.8.1.1. No rank will be systematically discriminated against in the selection of eligible faculty.
- X.8.1.2. Non-visiting full-time faculty will be given priority over visiting, full-time faculty and over part-time faculty.
- X.8.1.3. Faculty members may not be required to teach during the Summer or Winter Term.
- X.8.1.4. Use of “guaranteed” Summer or Winter Term teaching cannot be used as a recruiting inducement.
- X.8.2. Faculty Members who teach during the Summer and Winter Semesters shall receive additional compensation as prescribed in this Article, provided such teaching responsibilities have not been assigned and accepted in a written agreement by the Faculty Member in lieu of teaching responsibilities during the Spring or Fall Semesters in a previous or ensuing year.
- X.8.3. **Summer/Winter Semester Teaching Rate.** Additional compensation for Summer and Winter Semester teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member’s annual base salary and upon class enrollment(s) as of the first day of classes of the Summer/Winter Semester. Compensation shall not be less than 4.00% per credit hour with enrollment of 16 students or more.
- X.8.4. **Calculation of Pro-Ration.** The minimum enrollment for full compensation for Summer and Winter Semester courses is 16 students. If the enrollment is below 16 students, the compensation for the class will follow the following schedule:

Enrollment	% Compensation per Credit Hour
16	4.00%
15	3.75%
14	3.50%
13	3.25%
12	3.00%
11	2.75%
10	2.50%

9	2.25%
8	2.00%
7	1.75%
6	1.50%

X.8.5. **Notification of Pro-ration.** If a course enrollment is under 16 students seven days before the start of the course, the faculty member must be notified of the amount of the potential pro-ration. The faculty member has the right to not teach the course when the enrollment drops below 12 as long as they notify their chair within 48 hours of being notified of the potential proration. If the administration fails to notify faculty of the potential pro-ration, they will receive full-compensation.

X.9. Minimum Salaries

X.9.1. The minimum academic base salary for all Bargaining Unit members shall be as follows:

Minimum 9-month salary by rank (applies to all bargaining unit employees of that rank)

Rank	
Full/Senior	\$ 105,000
Associate	\$ 85,000
Assistant	\$ 70,000

X.9.2. The minima defined in this Article shall apply to bargaining unit members on a pro-rated basis proportional to the percent of appointment to bargaining unit positions.

X.10. Overloads, Extra Compensation

X.10.1. Overload teaching assignments are voluntarily accepted assignments by a Faculty Member in excess of their regular work or teaching load as assigned by their Academic Unit Head in accordance with the Academic Unit's Workload Policy. No faculty member shall be penalized for refusing an overload assignment. Additional compensation for overload teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member's annual base salary as of the first day of classes of the semester. Compensation shall not be less than 4.0% per credit hour or, at the option of the faculty member, an equivalent course reduction within the following 2 academic years.

X.10.2. Should the overload assignment occur for a portion of a semester, the payment will be pro-rated accordingly.

X.10.3. Overload and/or adjunct teaching must be approved in advance by the Dean or designee, with such approval being copied to the Provost. Whenever a Faculty Member agrees to overload teaching, the Chair shall provide the Faculty Member

with a written letter of agreement before the Faculty Member begins to teach the course.

X.11. Additional Compensation

X.11.1. In the event that the University wishes to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit, it may do so for one or more of the following purposes: (1) matching a bona fide offer from another institution, (2) correcting inequities not otherwise dealt with in this Agreement, (3) correcting inequities found described in Article XI (forthcoming), (4) retention efforts, or (5) rewarding outstanding professional contributions. Care will be taken to ensure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program. Faculty members must submit such requests in writing and in conjunction with FAM to the appropriate University administrator. When such individual requests lead to adjustment or denial, the University shall inform the bargaining unit member and FAM, and shall state in writing within five (5) business days the reasons for such adjustment or denial with the specific documentation leading to the adjustment or denial in writing. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

X.11.2. Pay Schedule

X.11.2.1. The University shall pay all bargaining unit faculty monthly in either ten (10) (nine-month plan) or twelve (12) installments (twelve (12) month plan), as the individual elects. The default pay arrangement is the nine (9) month plan. Election of the twelve (12) month plan must be made prior to August 15 for any given academic year, or at time of hire if later than August 15.

X.11.2.2. The first paycheck for the academic year will be paid on approximately August 31.

X.11.3. Protected class pay equity salary adjustment study

X.11.3.1. In the second year following the signing of this agreement, a salary pool of 2% of total base salary will be made available to address pay inequities and related matters related to gender and other legally protected classes within the bargaining unit members as described in Article __: Salary Adjustment Studies.

X.11.4. Market based and internal salary adjustment study (compression, inversion, divisional discrepancies)

X.11.4.1. In the third year following the signing of this agreement, a salary pool of 2% of total base salary will be made available to address such pay discrepancies as described in Article __: Salary Adjustment Studies.

- 241
- 242 **X.12. At the end of this contract, annual raises will continue each year in the following**
- 243 **structure until a new contract comes into effect:**
- 244 X.12.1. Order of application of the increases shall be: (1) promotional increase (X.6); (2)
- 245 adjustment, if necessary, to meet minimum salary requirements (X.9.1); and (3)
- 246 all other increases calculated on July 1 of the previous fiscal year base salary, i.e.
- 247 increases in X.12.2.1, X.12.2.2, X.12.2.3. The amount after (1) and (2) but before
- 248 (3) shall be called the previous fiscal year adjusted base salary.
- 249 X.12.2. A pool of 6.5% of total previous fiscal year adjusted base salary will be made
- 250 available for annual salary increases.
- 251 X.12.2.1. Each bargaining unit member will receive an increase of 3.75% of their
- 252 previous fiscal year adjusted base salary.
- 253 X.12.2.2. A 1.25% pool will be split evenly across all bargaining unit members.
- 254 X.12.2.3. A 1.5% pool shall be allocated for merit-based increases to the base
- 255 annual salary of bargaining unit members according to procedures
- 256 outlined in section X.5.