

1 FAM, AAUP-AFT Counter to Miami University

2 August 7, 2024

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4
5 BENEFITS

6
7 A. Benefits Committee and Benefits Changes

8
9 The University will continue to maintain the University Senate Benefits Committee and its
10 functions and composition (at 1/1/2024), with the addition of two voting members appointed by
11 FAM.

12
13 The Benefits Committee will have the authority to direct the University to find and share
14 information such as, but not limited to, accuracy of cost estimates, review usage, investigation and
15 comparison of current and alternative vendors, and to make assessments and recommendations on
16 any benefit plan changes.

17
18 To monitor quality of care data and payment expenses, The University shall provide to the Union
19 and the Benefits Committee, disaggregated information related to health care as permitted by law,
20 such as, but not limited to cost, expenses, and usage. The University will provide data at least twice
21 per year at appropriate times, such as when prior calendar year data are available and prior to open
22 enrollment such that the Union and the Benefits Committee have reasonable time to review the
23 data.

24
25 Changes to benefits, benefit plans, or third party administrators shall only be made by mutual
26 agreement of the University and the Union.

27
28 The University agrees that the provider network, tiering of providers, and drug formularies will
29 remain as similar as possible as effective on 1/1/2024 and will 1) submit any proposed changes to
30 the Union and the Benefits Committee for review and 2) come to a mutual agreement with the
31 Union on any proposed changes before such changes are enacted.

32
33 A.B. Medical, Vision, **and Dental and Other Insurance**

34
35 The University shall continue to offer bargaining unit faculty members access to the same group
36 insurance plans ~~(-- including but not limited to hospitalization, basic medical, major medical,~~
37 ~~healthcare savings accounts, dental, and vision -- life and accidental death and dismemberment)~~
38 as approved by the Board of Trustees for bargaining unit members as of 1/1/2024 on the same
39 ~~terms and conditions applicable to other full time non bargaining unit employees,~~ to the extent
40 permitted by law.

41
42 Any costs to bargaining unit members — including, but not limited to premiums, co-pays, co-
43 insurance, deductibles, out-of-pocket maximums, and prescription costs — shall remain the same
44 throughout the life of the contract and are set to the effective rates as of 1/1/2024. The University
45 will contribute to the monthly premium cost ~~and healthcare savings account, where applicable,~~ of

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.

46 the bargaining unit faculty member's medical plan of choice ~~on the same basis and in the same~~
47 ~~amounts it does for other full time non bargaining unit employees~~, and bargaining unit faculty
48 member monthly medical insurance premium contributions shall be made on a pre-tax basis. The
49 University will contribute to Health Savings Accounts (HSA), half of their total contributions in
50 January and half in July. The total yearly employer contribution shall continue to be one half of
51 the deductible. The terms and conditions of group insurance shall be governed by the applicable
52 plan documents, ~~as they existed on 1/1/2024 and summarized in Appendix X, as they may exist~~
53 ~~from time to time.~~

54
55 Spouses and domestic partners are eligible for coverage. All dependent children of the employee
56 are eligible for coverage through the end of the month when they turn age 26.

57
58 If the member does not re-enroll by the enrollment deadline, the member will automatically be
59 enrolled in the preceding year's plan.

60
61 ~~The University reserves the right to amend the plans referenced above, including the amount of~~
62 ~~premium contributions paid by bargaining unit faculty members, at its sole discretion and without~~
63 ~~negotiation with the Union.~~

64
65 The University shall comply with all federal and state requirements, including the Health Insurance
66 Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical
67 information.

68
69 All bargaining unit members are exempt from the requirements of Healthy Miami.

70 71 **B.C. Flexible Spending Accounts**

72
73 The University shall continue to offer bargaining unit faculty members access to participate in
74 voluntary ~~F~~flexible ~~S~~spending ~~A~~accounts (FSA) to pay for certain medical and/or dependent
75 daycare expenses, ~~on the same terms and conditions applicable to other full time non bargaining~~
76 ~~unit employees~~, to the extent permitted by law. The terms and conditions of FSA participation
77 shall be governed by the applicable plan documents, as they existed on 1/1/2024. ~~may exist from~~
78 ~~time to time.~~

79 80 **D. Other Insurance**

81
82 The University shall continue to offer bargaining unit faculty members access to group life, long-
83 term disability, and accidental death and dismemberment insurances. The terms and conditions of
84 these insurances shall be governed by the applicable plan documents, as they existed on 1/1/2024
85 and summarized in Appendix X.

86 87 **C.E. Employee Assistance Program**

88
89 The University shall continue to offer bargaining unit faculty members, spouse/partner, all
90 household members, dependents in and away from home, and parents/parents-in-law access to

91 free, confidential Employee Assistance Program (EAP) services on the same basis as other full-
92 time non-bargaining unit employees.

93
94 **D.F. Employee Health ~~Programs~~Center**

95
96 The University will continue to offer bargaining unit faculty members and dependents covered by
97 Miami's health plan access to the Employee Health Center on the same basis as other full-time
98 non-bargaining unit employees. ~~The University reserves the right to determine the terms of Health~~
99 ~~Center services offered, including costs to bargaining unit faculty members, at its sole discretion.~~

100
101 **E.G. Retirement Benefits**

102
103 Bargaining unit faculty members shall be entitled to participate in the State Teachers Retirement
104 System of Ohio (STRS), and the University's Supplemental Retirement Benefit plans, ~~to the extent~~
105 ~~and on the same terms offered to other full time employees of the University~~, subject to applicable
106 law and regulation.

107
108 At the time of hire, bargaining unit faculty members may elect to participate in the Ohio
109 Alternative Retirement Plan (ARP), rather than the STRS, ~~to the extent and on the same terms~~
110 ~~offered to other full time employees of the University~~, subject to applicable law and regulation.
111 Bargaining unit faculty members who fail to (1) submit the retirement plan election form, (2) set
112 up an account, and (3) choose a vendor within one hundred and twenty (120) days after their date
113 of hire, will automatically default into the STRS plan.

114
115 Miami University will contribute 14% of each bargaining unit member's compensation to a
116 retirement plan on their behalf. The University will continue to offer the current (as of 1/1/24)
117 vendors and investment options related to retirement funding for the length of this contract. In the
118 event the University is prohibited from making employer contributions to their selected retirement
119 plan due to applicable Internal Revenue Code limitations, the University will, to the extent
120 permitted by law, contribute an amount equal to the employee contributions it would have made
121 to the selected retirement plan but for the Internal Revenue Code limitation to either a section
122 403(b), 415(m), or 457 plan.

123
124 **F.H. Education Benefits**

125
126 ~~The University will continue to offer eligible full time bargaining unit faculty tuition fee waivers~~
127 ~~for themselves and eligible spouses and dependent children, on the same basis as other full time~~
128 ~~non bargaining unit employees, in accordance with applicable University policy. The University~~
129 ~~reserves the right to modify University policy providing for education benefits, at its sole discretion~~
130 ~~during the term of the Agreement, and will provide the Union with notice of any such changes.~~

131
132 1. Tuition Fee Waiver for Bargaining Unit Members and their Spouse, Domestic Partner, and
133 Dependent Children

134 a. For eligible Bargaining Unit Members, their spouse (or domestic partner) and
135 dependent children (includes the natural-born or adopted child of the Bargaining

136 Unit Member, and the step-child of the Bargaining Unit Member who is claimed
137 by the eligible Bargaining Unit Member as a dependent for federal income tax
138 purposes), the benefit is equal to 100% of the undergraduate or graduate fees at
139 Miami University.

140 b. The fee waiver will be applied to all fees.

141 c. Bargaining Unit Members are immediately eligible for the benefit. The spouse (or
142 domestic partner) and any dependent children of a Bargaining Unit Member are
143 eligible after the Bargaining Unit Member has completed one year of full time
144 employment. If Bargaining Unit Members can document that they were previously
145 employed at an institution with a tuition remission benefit immediately before
146 joining Miami, those years will count towards the year of full time employment
147 described in the previous sentence.

148 2. Tuition Fee Waiver for Retired Bargaining Unit Members, Spouses, Domestic Partners,
149 and Dependent Children of Retired Bargaining Unit Members

150 a. Benefit

151 i. For Bargaining Unit Members who retire from Miami University with at
152 least five (5) years of continuous full time employment, their dependent
153 children, spouse (or domestic partner) the benefit is equal to 100% of the
154 undergraduate or graduate instructional fee and general fee.

155 ii. The fee waiver may only be applied to instructional fees and the general fee.
156 Additional fees, including, but not limited to, study abroad program fees,
157 lab fees, late fees, and miscellaneous fees are the responsibility of the
158 student. Comprehensive per credit hour fees, which combine instructional,
159 general, and sometimes miscellaneous fees, are charged for certain graduate
160 programs.

161 b. Eligibility

162 i. The bargaining unit member, spouse, domestic partner or dependent child
163 of a Bargaining Unit Member who is retired from Miami, or is terminated,
164 non-reappointed, or otherwise involuntarily separated from employment in
165 the bargaining unit for any reason other than just cause as defined in this
166 CBA, is eligible for the benefit based on the Bargaining Unit Member's
167 length of continuous full-time employment as follows:

168 1. With at least five (5) but fewer than ten (10) years of employment:
169 eligible during the first five (5) years from the date of retirement.

170 2. With at least ten (10) but fewer than fifteen (15) years of
171 employment: eligible during the first seven (7) years from the date
172 of retirement.

173 3. With at least fifteen (15) but fewer than twenty (20) years of
174 employment: eligible during the first ten (10) years from the date of
175 retirement.

176 4. With at least twenty (20) years of employment: eligible for the
177 benefit in perpetuity.

178 ii. For all dependent children of the Bargaining Unit Member who is retired or
179 separated from employment, eligibility terminates upon completion of a

180 baccalaureate degree program or age twenty-six (26), whichever occurs
181 first.

182 iii. Retirement includes both service and disability retirements.

183 3. Tuition Fee Waiver for Spouses, Domestic Partners, and Dependent Children of Deceased
184 Bargaining Unit Members

185 a. Benefit

186 i. For the surviving spouse, domestic partner, or dependent children of a
187 deceased Bargaining Unit Member, the benefit is equal to 100% of the
188 undergraduate or graduate instructional fee and general fee.

189 ii. The fee waiver may only be applied to instructional fees and the general fee.
190 Additional fees, including, but not limited to, study abroad program fees,
191 lab fees, late fees, and miscellaneous fees are the responsibility of the
192 student. Comprehensive per credit hour fees, which combine instructional,
193 general, and sometimes miscellaneous fees, are charged for certain graduate
194 programs. The fee waiver benefit for these programs and courses is limited
195 to 100% of the standard graduate program instructional fee.

196 b. Eligibility

197 i. The surviving spouse, domestic partner, or dependent children of the
198 deceased Bargaining Unit Member are eligible for the benefit based on the
199 Bargaining Unit Member's length of continuous full-time employment as
200 follows:

201 1. With fewer than ten (10) years of employment: if the surviving
202 spouse, domestic partner, or dependent children of the deceased
203 Bargaining Unit Member are enrolled in the University as of the date
204 of death, eligibility for the benefit continues through completion of
205 the degree program underway at the time of the death.

206 2. With at least ten (10) years of employment: eligibility for the benefit
207 terminates upon completion of a degree program.

208
209 **G.I. Miami Recreation Centers**

210
211 The University will offer bargaining unit faculty members and their households access to all Miami
212 Recreation Centers at all campuses, on the same basis as other full-time non-bargaining unit
213 employees and in accordance with University policy. ~~The University reserves the right to~~
214 ~~determine the terms of Recreation Center membership and programs offered, including costs and~~
215 ~~fees, at its sole discretion.~~

216
217 **H.J. Travel Expenses**

218
219 ~~Reimbursement for travel expenses and other use of University funds related to travel within a~~
220 ~~bargaining unit faculty member's professional duties shall be in accordance with University policy.~~

221
222 The University shall reimburse members of the bargaining unit for travel expenses, including
223 mileage, documented parking, and toll costs, at the rate established by the Internal Revenue Service
224 and consistent with University policies on travel reimbursement, whenever faculty conduct

225 professional activities, including but not limited to teaching, in a location other than their primary
226 worksite (campus) as defined in Article X [Appointments].

227
228 Bargaining unit members may, without penalty or retaliation, refuse to teach courses located
229 outside of their primary campus (not including fully online courses).

230
231 In the event that a bargaining unit member is required to conduct professional activities other than
232 instruction outside of their primary worksite, they are entitled to online alternatives in lieu of
233 traveling, at the option of the bargaining unit member.

234
235 **L.K. Professional Development Funds**

236
237 ~~Available professional development funds will be distributed in accordance with the policies and~~
238 ~~procedures of each academic unit, at the University's sole discretion.~~

239
240 Each division shall allocate dedicated Professional Development funds/expenditures amounts
241 each academic year of at least [\$2,800 x the total number of bargaining unit members in
242 division]. These funds cannot be reclaimed or repurposed except for cases of fiscal exigency.
243 Funds granted to bargaining unit members do not expire and can be carried over year-to-year.
244 Members are not precluded from receiving additional funds through their department, from other
245 sources, or as part of a startup fund negotiated upon appointment. The University may continue
246 to offer additional opportunities to earn professional development funds beyond this at its
247 discretion.

248
249 Each division/department will create and follow policies and procedures governing the
250 distribution of professional development funds, including the decision-making process and/or
251 any application for funds that are awarded competitively. No bargaining unit member shall be
252 excluded from receiving funds to support their professional development. These departmental
253 policies and procedures must be developed in consultation with and agreed to by the academic
254 unit members, and shall consider prioritizing unit members for whom such funds aid in their
255 preparation for promotion or tenure. At the end of each academic year, the University will
256 provide the Union with a full list of all professional development funds distributed/allocated to
257 each member.