

MIAMI UNIVERSITY COUNTERPROPOSAL TO FAM/AAUP-AFT

August 18, 2024

DISCIPLINE AND DISCHARGE

Disciplinary Standards

- A. Consistent with the terms of this Agreement, the University has **and retains** the right to discipline bargaining unit faculty members in accordance with applicable University, divisional and departmental policies, procedures, rules, and regulations, ~~directives, orders, or expectations not expressly addressed in this Agreement~~, up to and including termination of the employment relationship prior to the expiration date of the employment contract.
- B. The University shall not discipline or discharge any bargaining unit faculty member without just cause.
- C. The University is committed to the use of progressive discipline. **Disciplinary action shall be proportional to the nature and severity of the offense, noting that when the severity of the alleged offense or bargaining unit faculty member's history of discipline warrants a deviation, it is in the University's sole discretion to do so.** Under certain circumstances, suspension without pay or termination may be an appropriate initial disciplinary action.
- D. **Absent emergency circumstances,** disciplinary action or proceedings shall be initiated within ~~one hundred twenty (120)~~ninety (90) calendar days after the University became aware of the allegations forming the basis of the charges, **excluding days which the University is closed, and/or the bargaining unit faculty member is not on contract.**
- E. **Bargaining unit faculty members are required to cooperate and provide truthful information in the University's investigation of any allegations of misconduct.**

Predisciplinary Meetings

- F. Prior to implementation of any suspension without pay or termination, bargaining unit faculty members will be provided with a predisciplinary meeting attended by the Provost or their designee.
 1. The purpose of the predisciplinary meeting is to provide the bargaining unit faculty member an opportunity to respond to the allegations against them. **The predisciplinary meeting is not an evidentiary hearing.**

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.

2. Written notice signed by the Provost or their designee of the allegations against the bargaining unit faculty member (with as much specificity as possible) will be provided to the bargaining unit faculty member no later than five (5) calendar days prior to the predisciplinary meeting. The faculty member or the Union may request an initial postponement of the predisciplinary meeting of up to seven (7) calendar days, which shall be granted ~~at the University's discretion~~. Further postponements shall only be granted at the University's discretion. ~~Subsequent p~~Postponements shall ~~normally~~ be for no more than an additional seven (7) calendar days.
 3. Bargaining unit faculty members have the right, upon request, to be accompanied by a Union representative during the predisciplinary meeting, provided that the unavailability of a Union representative shall not delay the predisciplinary meeting. The notice of allegations shall inform the bargaining unit faculty member of this right.
 4. Within seven (7) days ~~f~~Following the predisciplinary meeting, the bargaining unit faculty member and the Union will be given written notice of any disciplinary action to be imposed. ~~A copy of the discipline shall be provided to the Union within seven (7) calendar days of the issuance of the discipline.~~
 5. Bargaining unit faculty members may agree to waive this predisciplinary meeting and such waiver must be in writing. The bargaining unit member shall copy the Union on this notice.
- G. The University may suspend bargaining unit faculty members and place them on administrative leave with pay, relieve them of a portion of their responsibilities, or exclude them from campus or contact with students, in cases involving offenses that endanger the health, safety, and/or welfare of members of the University community, in its sole discretion. When such action is taken, the Employer will hold the predisciplinary meeting referenced in Section D as expeditiously as possible following the suspension, and in any case no more than thirty (30) days following the suspension unless an extension is agreed to by the parties in writing. The University will provide notice to the Union within 48 hours of a bargaining unit faculty member's suspension pursuant to this Section.
- H. Grievances relating to suspension or termination may be initiated at Step Three of the grievance procedure of Article [Grievance and Arbitration].
- I. Disciplinary records shall be maintained in a bargaining unit faculty member's personnel file unless and until such discipline is vacated through the grievance and arbitration procedure, including any subsequent appeals therefrom.

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.