

October 24, 2024

MANAGEMENT RIGHTS

- I. Except as expressly limited by the terms of this Agreement, nothing shall limit the right and responsibility of the Board of Trustees, directly or acting through its duly constituted authorities, to exercise all powers, rights, authorities, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, whether exercised or not. Without limiting the generality of the foregoing, nothing contained herein shall in any way limit the University's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining.
- II. Except as otherwise limited by this Agreement, these rights include the right to:
 - a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. direct, supervise, evaluate, and hire Bargaining Unit Faculty or other employees;
 - c. maintain and improve the efficiency and effectiveness of University operations;
 - d. determine the overall methods, process, means, or personnel by which University operations are to be conducted;
 - e. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Bargaining Unit Faculty or other employees;
 - f. determine the adequacy ~~and composition~~ of the work force;
 - g. determine the overall mission of the University;
 - h. effectively manage the work force; and
 - i. take actions to carry out the mission of the University.

~~III. The parties agree that the University has the right to exercise sole authority on all decisions involving academic matters, including but not limited to class size, programs, course curriculum, content and style and mode of instruction, introducing~~

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~~new methods of instruction and new work methods and facilities, and decisions regarding who is taught, what is taught, how it is taught and who does the teaching.~~

~~IV. — The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances.~~

~~V. — The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, pandemic, endemic, natural disaster, situations involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer agree that in such circumstance the Employer shall not be required to provide notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining.~~

~~VI. — Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.~~

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ASSOCIATION RIGHTS

- I. For purposes of service recognition only, all University committees and administrators evaluating bargaining unit faculty member performance shall consider and credit service to FAM, AAUP, and/or AFT in the same manner as they consider and credit service to the university and/or other state and/or national professional organizations.
- II. The University shall grant FAM, AAUP-AFT six (6) course releases per year of at least three (3) credit hours each for the purposes of release time to administer FAM, AAUP-AFT, which shall determine when and to whom the course releases are to be allocated, provided, however, that no bargaining unit faculty member shall receive more than two (2) course releases per semester pursuant to this Section. FAM, AAUP-AFT may purchase up to six (6) additional course releases at the course overload rate.

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SHARED GOVERNANCE

- I. The University recognizes the role and authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school, and department shared governance bodies, and will not restrict them from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

DURATION

- I. This Agreement shall be effective upon ratification by FAM membership and approval of the University's Board of Trustees, and shall continue in full force and effect through June 30, [three years from ratification].
- II. The Agreement shall continue from year to year thereafter, unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary) of its desire to terminate or modify the Agreement. In the event either party provides such notice, the parties will commence negotiations over proposed modifications within a reasonable time.
- III. The University may seek to modify any provision of this Agreement prior to its expiration where immediate action is required due to (1) exigent circumstances that arose after or were not known at the time of negotiations; (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such cases, the University may take immediate action necessary to carry out the functions and mission of the University, in its discretion, in response to the exigent circumstance or to comply with the change in law or regulation, but shall notify and bargain with the Union regarding such changes, and/or any bargainable impact thereto, as soon as reasonably possible.

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NO STRIKE / NO LOCKOUT

- I. The Union and its officials will not cause, support, or condone, nor shall any Member or Members take part in any strike, slowdown, or work stoppage of any kind at the University during this Agreement.
- II. The University shall not conduct a lockout of Members during this Agreement.
- III. Any Member who engages in any activity in violation of this article during this Agreement may be subject to discipline up to and including dismissal, as provided for in Article: [Discipline and Discharge].

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.

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MAINTENANCE OF POLICIES AND PRACTICES

[WITHDRAWN]

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.