

MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

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.

- 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.

Miami University reserves 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.

III. The parties agree that the University has the right to exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include, including but are not limited to class size, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, content and style and modality of instruction, introducing 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. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

IV.V. 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, unless the exercise of such rights violates an express written provision of this Agreement.

V.VI. 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.VII. 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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