

This proposal is presented as part of the University's package proposal.

MIAMI UNIVERSITY PACKAGE PROPOSAL

December 10, 2024

The University makes the following package proposal to the Union. In making this package proposal, such package would have to be accepted in full in order for the parties to reach a tentative agreement on the following articles:

1. Leaves
2. Faculty Evaluations [no change from 11.12.24]
3. Performance Improvement Plans
4. Compensation

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

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LEAVES

A. University Holidays and Break Periods

Bargaining unit faculty members are expected to work during the contractual period of their appointment, except for days when the University is closed. In lieu of vacation, bargaining unit faculty members are not required to work during the University break periods that fall within the term of their academic-year appointment (Fall Break, Thanksgiving Break, Spring Break, Winter Break during the period of University closure). The dates on which these breaks are scheduled shall be determined by the University and set forth in the University academic calendar. Bargaining unit faculty members who choose to work on the dates when these breaks are scheduled may not use these days at any other time nor are they entitled to accrue or cash out any unused days.

B. Family and Medical Leave

The University will offer unpaid leave to eligible full-time bargaining unit faculty members with qualifying conditions in accordance with the Family and Medical Leave Act and University policy. Bargaining unit faculty members must request family medical leave in writing and submit the request to the appropriate personnel office. The University must provide a medical certification form to the bargaining unit faculty member, when applicable. The medical certification must be completed by the healthcare provider and returned to the appropriate personnel office prior to approval of the leave whenever possible.

Bargaining unit faculty members must utilize their leave balances while on FMLA. If a bargaining unit faculty member does not have sufficient paid leave available for the entire period of their approved leave, they may take the balance of the leave as unpaid.

In accordance with the Family and Medical Leave Act, bargaining unit faculty members who return from a family and medical leave must be restored to the position held by the employee when leave began or be restored to an equivalent position with equivalent pay and University-provided benefits and other terms and conditions of employment.

Miami University will maintain University-provided benefits for eligible employees on family or medical leave under the same terms and conditions coverage would be provided had the employee

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continued in employment for the duration of the leave. Retirement contributions will only be made for that portion of the family and medical leave that is paid leave.

C. Sick Leave

Full-time bargaining unit faculty members who work nine (9) or more months per calendar year accrue fifteen (15) sick days per fiscal year. Sick leave may be used by bargaining unit faculty members in accordance with University policy. Upon ratification of this Agreement, bargaining unit faculty members shall not accrue more than one hundred and ~~ten (110)~~twenty-five (125) sick days. Bargaining unit faculty members who have accrued more than one hundred and ~~ten (110)~~twenty-five (125) sick days prior to the ratification of the Agreement shall retain such additional sick leave days in their leave bank but shall not accumulate any additional days.

A bargaining unit faculty member with more than ten (10) years of service at the University shall upon retirement from active service with the University be paid in cash one-fourth of the value of earned but unused sick-leave credit, up to a maximum of thirty (30) days. Such payment shall be based upon the employee's rate of pay at the time of retirement.

D. Bereavement Leave

Full-time bargaining unit faculty members who work nine (9) or more months per calendar year will be eligible for a paid leave of five (5) days, per academic year, in the event of the death of a mother, father, brother, sister, biological or adopted child, stepchild, spouse, domestic partners, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, anyone who stood in loco parentis to the employee as a child and other persons for whom the employee is legally responsible. Bargaining unit faculty members may elect to split these days to take time off around the date of death, attend the memorial service held at a later date, or to attend to administration of the estate.

Bargaining unit faculty members may use additional paid leave time (sick or vacation) beyond the five days granted above, upon approval of their supervisor, for bereavement purposes.

Bargaining unit faculty members shall contact their chair and/or supervisor to request any time off needed. Where possible, bargaining unit faculty members will coordinate with their department chair to make suitable arrangements for coverage of their classes.

E. Military and Court Leaves

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Eligible bargaining unit faculty members shall be granted leave for military service, reserve duty, and court attendance (jury duty, witness testimony) in accordance with state and federal laws and University policy.

F. Parental Leave

The University will provide benefit-eligible bargaining unit faculty members with up to twelve (12) weeks of Parental Leave to be used following the birth or adoption of a child, including the initiation of travel by the bargaining unit faculty member to take custody of an adopted child, in accordance with University policy.

The University will provide up to six (6) weeks of paid Parental Leave at 100% of the bargaining unit faculty member's regular pay for the birth or adoption of a child. These six weeks of paid Parental Leave shall run concurrently with the twelve (12) weeks of unpaid Parental Leave set forth above.

Bargaining unit faculty members may take up to three (3) months for additional Parental Leave on either the full- or half-time basis. Bargaining unit faculty who elect to take any portion of their parental leave on a half-time basis are required to have an approved plan of not less than fifty percent (50%) time that includes instructional assignments, as approved by the bargaining unit faculty member's chair, dean, and the Provost.

G. Unpaid Personal Leave

Full-time bargaining unit faculty shall be eligible for unpaid personal leave to make a public service contribution; to accept a single-year fellowship, research, or visiting appointment at another institution; to pursue a program of formal study; or for personal or health reasons. Except under special circumstances, it is leave without any University-provided benefits except any applicable fee waiver benefit, which continues during the leave. Contributions to the state retirement systems are made only as allowed by law. The University will not make contributions to the Alternative Retirement Plan during a personal leave. The bargaining unit faculty member may elect to continue group health insurance coverage at their own cost. Applications for leave pursuant to this Section should be made as far in advance as possible. Such leaves shall be granted at the University's discretion and in accordance with University policy.

H. Jury Duty and Witness Testimony

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Bargaining unit faculty members serving jury duty are entitled to leave with pay. The bargaining unit faculty member must submit a request for leave to his or her supervisor and the appropriate personnel office for approval. A copy of the summons for jury duty must be attached to the request. Bargaining unit faculty members are required to return to work any day they are excused by the court for a period greater than four (4) hours. Bargaining unit faculty are expected to make suitable arrangements for coverage of classes with their department chair. Arrangements for coverage should be made through the appropriate personnel office in consultation with the bargaining unit faculty member's department.

Bargaining unit faculty members subpoenaed to testify as a nonexpert witness in a court action to which they are not a party will be granted paid leave to testify.

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

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FACULTY EVALUATIONS

I. Annual Evaluations

1. All bargaining unit faculty members shall be reviewed on an annual basis in accordance with University, divisional and departmental policies for performance evaluations. Each Division shall make available to bargaining unit faculty members information about the review process, including timing, procedures and information they should expect to provide and receive in their annual evaluation.
2. Each Division will determine the criteria for, the manner of, and the bargaining unit faculty member's responsibilities in the evaluation process. Consistent with divisional requirements, departments may develop commonly accepted standards for evaluating categories of work of bargaining unit faculty members. Bargaining unit faculty members and the Union shall be made aware of any changes to the annual evaluation process in the fall of each academic year.
3. Each bargaining unit faculty member shall submit to their chair or program director, as appropriate, a written Annual Report of Professional Activities, as defined by their academic unit. Any bargaining unit faculty member who fails to complete an Annual Report of Professional Activities may receive an unsatisfactory performance evaluation in the chair or program director's sole discretion.
4. Annual evaluations shall set forth strengths, weaknesses, and specific recommendations for improvement. Additional assessments may be conducted

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upon recommendation of the bargaining unit faculty member's chair or program director, as applicable, or dean.

5. The results of the annual evaluation shall be conveyed to the bargaining unit faculty member no later than May 1. The results of the annual evaluation should include whether the bargaining unit faculty member's performance meets expectations, exceeds expectations, or is not meeting expectations, and if not meeting expectations, what areas need improvement. Each bargaining unit member will have the opportunity to respond to their evaluation in writing. The results of annual evaluations shall be considered in subsequent decisions on promotion, pay, awards, benefits, and other decisions related to continued employment.

II. Teaching Evaluation Plans

1. Each department shall develop a teaching evaluation plan in accordance with University, divisional and departmental policies, procedures and practices. The plan may also address both formative and summative assessments.
2. Any formal teaching evaluation plan must be appropriate to the discipline and will require multiple sources of teaching evaluations. Any formal evaluation of teaching shall not use non-university student evaluations (e.g., RateMyProfessor evaluations, blog posts). Bargaining unit faculty members must provide multiple measures of teaching effectiveness.
3. Evaluations of bargaining unit faculty member's teaching will include student evaluations of teaching but will not rely solely on student evaluations. Bargaining unit faculty members are expected to encourage students to complete an evaluation for each course taught by the bargaining unit faculty member. In the event low student evaluation response rates in a particular course negatively skew student evaluation results, the bargaining unit faculty will not be penalized.
4. In the event that a bargaining unit faculty member implements a new, experimental or innovative teaching approach in a single course, the bargaining unit faculty member may request, in writing, prior to the end of the term, that those course evaluations be excluded from annual reports, and/or of promotion and/or tenure dossiers. Bargaining unit members are eligible to waive reporting of end-of-semester evaluations for only one course every three years.
5. The Department of the bargaining unit faculty members may choose to use a peer evaluation as a method of formative or summative evaluation or in the dossier. Peer

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evaluation of teaching shall consist of the review of a bargaining unit faculty member's performance by other bargaining unit faculty members selected by mutual agreement between the department or program chair and faculty member, usually in the same or similar discipline, with the purpose of assessing and improving the quality of teaching. Observational visits by peer evaluators may be scheduled for and conducted at times and dates mutually agreed upon by the bargaining unit faculty member and the peer evaluator. The bargaining unit faculty member shall have the opportunity to respond to or correct any errors of fact in the peer evaluator's report before it is submitted to the department chair.

6. Teaching evaluations pursuant to the department's Teaching Evaluation Plan will be retained and considered as a part of the evaluation process for tenure, promotion, periodic career review, and merit salary increases.

III. TCPL Professional Development Plan and Evaluation

1. Each TCPL bargaining unit faculty member at the Assistant ranks shall develop and maintain a professional development plan in consultation with the department chair and with approval by the Dean, in accordance with University, divisional and departmental policies and practices. The PDP should include the sections and contents set forth in University policy and must be approved by the dean and provided to Departmental and Divisional Promotion and Tenure committees as annual reports and dossiers are evaluated. Associate TCPL faculty who wish to pursue promotion must maintain a PDP for at least two full academic years (fall and spring semesters) prior to applying for promotion. Full TCPL faculty are not required to maintain a PDP.
2. The initial PDP should be submitted in the first semester of appointment as an assistant TCPL faculty member. The PDP plan should be flexible and open to revision on an annual basis, upon the mutual agreement of the TCPL faculty member and department chair. The PDP will be tailored to the specific professional expertise of the faculty member and the needs of the curriculum, program/department, division, and students. Any significant changes shall be implemented in coordination with the department chair and subject to approval by the Dean. The PDP will be retained and considered as a part of the evaluation process for promotion, post-promotion review and merit salary increases.

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3. The PDP (and any subsequent revisions) should be signed and dated by the TCPL faculty member, Department Chair, and Dean or their designee. A lack of the bargaining unit faculty member's signature will not negate the PDP.
4. Annual evaluation and promotion expectations shall be based upon the TCPL faculty member's PDP.

IV. Periodic Evaluation of Tenured Faculty

1. Faculty members with tenure shall undergo a periodic career review after every seventh year of service. The periodic career review will include, at a minimum, feedback from the faculty member's department chair and a committee of faculty colleagues holding the rank of full Professor, in accordance with university policy.
2. The periodic career review process shall support the further career development of tenured candidates as well as ensure accountability and continued robust performance from faculty after they have achieved tenure. When the review period ends in a sabbatical (or other leave), the periodic career review shall be deferred until the next academic year. A promotion shall replace a periodic career review for the period in which the promotion occurs.
3. The results of the periodic career review shall be conveyed to the faculty member. The results of the periodic career review shall be considered in subsequent decisions on promotion, pay, awards, benefits, and other decisions related to continued employment.

V. Formative Evaluations for Promotion

1. Bargaining unit faculty members in a promotable rank may request a formative promotion evaluation once per academic year, in addition to the annual evaluation described in Section I. Upon request, such evaluation shall be prepared by the department's promotion committee and chair or program director, as applicable.
2. Bargaining unit faculty members who request a formative promotion evaluation are responsible for providing cumulative information upon which the promotion committee and chair shall base their evaluation.

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PERFORMANCE IMPROVEMENT PLANS

Should the University determine that a bargaining unit faculty member's performance is unsatisfactory in any area, the Chair, in consultation with the Dean, or their designee, will formulate a performance improvement plan (PIP) to remedy the performance issues. The bargaining unit faculty member will be offered an opportunity to meet to discuss the PIP before it is finalized. The PIP will include specific areas needing improvement, appropriate performance targets and a time period for achieving those targets. The Chair will meet periodically with the bargaining unit faculty member to review progress toward meeting the performance targets, normally including at least ~~a full~~one or two semesters, unless the University determines, in its discretion, that a different time period is necessary to meet the performance targets. It is the responsibility of the bargaining unit faculty member to attain the performance targets specified in the PIP.

Bargaining unit faculty members who fail to satisfy the requirements of a PIP may be subject to discipline up to and including termination, pursuant to Article [Discipline and Discharge].

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COMPENSATION

I. Base Compensation

A. Annual Increases

Effective on the following dates, full-time bargaining unit faculty members (all designations), who performed at a satisfactory level or higher during the previous fiscal year, shall receive an increase to their base salary as follows:

| | |
|-------------------|-------|
| Upon ratification | 2.0% |
| July 1, 2024 | 2.0% |
| July 1, 2025 | 1.75% |

Annual Maintenance Increases will be implemented no later than ninety (90) calendar days from the Effective Date and will be retroactive to the Effective Date of the Annual Increase above.

If the University's Board of Trustees approves an annual salary increment of more than 2.0% for full-time non-bargaining unit employees of the University effective July 1, 2024, the percentage difference between the approved increment and the 2.0% increase referenced above will be designated as a merit pool for bargaining unit faculty. If University's Board of Trustees approves an annual salary of more than 1.75% for full-time non-bargaining unit employees of the University effective July 1, 2025, the percentage difference between the approved increment and the 1.75% increase referenced above will be designated as a merit pool for bargaining unit faculty. Allocation of merit increases shall be at the University's sole discretion.

B. Promotional Increases

Bargaining unit faculty members who are promoted to a higher rank on or after the date of ratification of the Agreement shall receive a minimum increase ~~of \$5,000~~ to their base salary, effective on the date of the bargaining unit faculty member's promotion, under the following calculations:-

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1. A TCPL Faculty promoted to Associate shall receive a minimum increase of \$5,000.00 to their base salary;
2. A TCPL Faculty promoted to Senior or Full shall receive a minimum increase of \$7,000.00 to their base salary;
3. A Tenure-track Faculty promoted to Associate Professor shall receive a minimum increase of \$6,000.00 to their base salary;
4. A Tenured Faculty promoted to Full Professor shall receive a minimum increase of \$9,000.00 to their base salary.

-Promotional increases that become effective on July 1 shall be applied after the annual increase for the year that the promotion becomes effective.

C. Minimum Salary

The minimum base annual salary for ~~full-time bargaining unit~~ TCPL faculty members shall be \$55,000. The minimum base annual salary for Tenure-Track Faculty shall be \$60,000.00.

D. Discretionary Retention Offers

The University may, in its discretion, offer individual bargaining unit faculty members salary adjustments for retention purposes. These increases are not subject to bargaining.

II. Supplemental Payments

The University may, in its discretion, provide supplemental payments to bargaining unit faculty members in connection with the performance of administrative duties and for summer and winter term work for which credit hours are not assigned. These supplemental payments are not subject to bargaining. The amount of any payment for administrative duties shall be provided to the bargaining unit faculty member in writing at the time of the assignment of such duties.

III. Overload

Teaching assignments in excess of a bargaining unit faculty member's regular teaching load, as determined by their academic unit, shall be compensated at the following minimum rates per credit.

Regional Campuses: \$1025 per credit

Oxford Campus: \$1025 per credit

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Except as provided herein, the terms of overload assignments are set forth in University, divisional and departmental policy.

IV. Summer and Winter Terms

Teaching assignments during the Summer and Winter Terms, outside of the bargaining unit faculty member's normal assigned teaching load, shall be compensated at the following minimum rates per credit at full enrollment, as determined by the academic division, up to maximums of \$20,000 for Oxford Campus and \$10,000 for Regional Campuses, per course:

Regional Campuses: 3% per credit
Oxford Campus: 3% per credit

For courses that do not meet the threshold for full enrollment for the course, as determined by the academic division, faculty will be compensated at an equivalent proportion of the 3% per credit rate, or \$1025 per credit, whichever is greater. In such event, the University will inform the bargaining unit faculty member that the course did not meet the threshold for full enrollment and the bargaining unit faculty member may elect not to teach the course. The bargaining unit faculty member shall notify their Chair that they no longer intend to teach the course no later than 48 hours after being informed that the course did not meet the threshold enrollment.

Except as provided herein, the terms of Summer and Winter Term assignments are set forth in University, divisional and departmental policy.

V. Pay Schedule

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 no later than August 15th for any given academic year, or at the time of hire if later than August 15th.

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

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VI. Savings Clause

Notwithstanding the above or any other Article of this Agreement, in the event of financial exigency, the University reserves the right not to implement the Annual Increases, Promotional Increases or any other discretionary pay increases set forth above.

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