

This proposal, presented on December 10, 2024 by FAM, AAUP-AFT, is a package of Leaves, Faculty Evaluations, Performance Improvement Plans, and Compensation.

FAM, AAUP-AFT PACKAGE PROPOSAL

January 3, 2025

FAM, AAUP-AFT makes the following package proposal to the University. 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 12/03/2024]
3. Performance Improvement Plans
4. Compensation

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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 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

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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 twenty-five (125)~~four hundred and fifty (450) sick days. Bargaining unit faculty members who have accrued more than ~~one hundred and twenty-five (125)~~four hundred and fifty (450) 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

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.

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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

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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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 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

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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 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

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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.
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.~~

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V-IV. 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 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

X.1. 2023-2024 Academic Year (FY2024)

~~X.1.1. First, (1) bargaining unit members that received a promotional increase in FY23 and FY24 shall receive an increment equal to the difference in the promotional increase actually received and the promotional increases listed in section X.6, in no case shall this entail a reduction in the amount paid to the faculty member; then (2) all bargaining unit members' salaries will be adjusted, if necessary, to meet minimum salary requirements in section X.9.1.; this is the base salary used in X.1.2.~~

~~X.1.2.~~ X.1.1. A 4.0% increase shall be applied to the base annual salary of bargaining unit members ~~calculated in X.1.1~~, effective July 1, 2023.

~~X.1.3.~~ The difference between what was actually paid in FY2024 and this updated contract shall be paid in a lump sum within 90 days of the ratification of this contract.

~~X.1.2.~~ Order of application of the increases shall be: (1) increases in X.1.1, (2) promotional increases (X.5), (3) adjustment, if necessary, to meet minimum salary requirements (X.7).

X.2. 2024-2025 Academic Year (FY2025)

~~X.2.1. Order of application of the increases shall be: (1) promotional increase (X.6); (2) adjustment, if necessary, to meet minimum salary requirements (X.9.1); and (3) all other increases calculated on the July 1, 2024 base salary, i.e. increases in X.2.2.1, X.2.2.2, X.2.2.3. The amount after (1) and (2) but before (3) shall be called the adjusted FY2024 base salary.~~

~~X.2.2.~~ X.2.1. A pool of 8.00% of total adjusted FY2024 base salary will be made available for annual salary increases.

~~X.2.2.1.~~ X.2.1.1. Each bargaining unit member will receive an increase of 4.75% of their adjusted FY2024 base salary.

~~X.2.2.2.~~ X.2.1.2. A 2.0% pool will be split evenly across all bargaining unit members.

~~X.2.1.3.~~ A 1.25% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.

~~X.2.2.~~ Order of application of the increases shall be: (1) increases in X.2.1, (2) promotional increases (X.5), (3) adjustment, if necessary, to meet minimum salary requirements (X.7).

~~X.2.2.~~ X.2.3. The difference between what was actually paid in FY2025 and this updated contract shall be paid in a lump sum within 90 days of the ratification of this contract.

X.3. 2025-2026 Academic Year (FY2026)

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- X.3.1. A pool of 6.0% of total FY2025 base salary will be made available for annual salary increases.
 - X.3.1.1. Each bargaining unit member will receive an increase of 3.5% of their FY2025 base salary.
 - X.3.1.2. A 1.25% pool will be split evenly across all bargaining unit members.
 - X.3.1.3. A 1.25% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.
- X.3.2. Order of application of the increases shall be: (1) Increases in X.3.1, (2) ~~P~~romotional ~~I~~ncreases (X.5), (3) adjustment, if necessary, to meet minimum salary requirements (X.~~79.4~~).

X.4. Procedures for allocation of merit pool

- ~~X.4.1. Each year each department shall receive a proportion of the total merit pool amount for that year in (X.2.1.3 in FY2025, and X.3.1.3 in FY2026) equal to the department's proportion of total bargaining unit adjusted base salary.~~
- ~~X.4.2. All bargaining unit members that meet or exceed expectations will receive a merit allocation.~~
- ~~X.4.3. The decision on merit evaluations shall be made by the Chair in accordance with departmental policies, so long as those policies are in accord with X.4.2, with written justification provided to each bargaining unit member. The Dean may choose to award an additional merit increase to any bargaining unit member using additional funds from outside the pools described in this article.~~
- ~~X.4.1. Each year each department shall receive a proportion of the total merit pool amount for that year in (X.2.2.3 in FY2025, and X.3.1.3 in FY2026) equal to the department's proportion of total bargaining unit adjusted base salary. If a department does not have a merit procedure, or a procedure that does not adhere to the criteria articulated in X.5.3, they must create and finalize a policy based on the criteria articulated in X.5.3 before March 1, 2025.~~
- ~~X.4.2. All department merit evaluation procedures, criteria, and policies must adhere to the following principles:
 - ~~X.4.2.1. Procedures must be structured so that bargaining unit members are provided a comprehensive, single evaluation of whether the faculty member either "does not meet expectations" or "exceeds expectations" or "meets expectations" based on the totality of the faculty member's professional and educational activities. No one receiving a "Meets expectations" rating shall receive a merit increase of less than 0.75% of their previous fiscal year adjusted base salary. No one receiving an "Exceeds expectations" rating shall receive more than a 6% merit increase based on their previous year's adjusted base salary. Bargaining unit members receiving a comprehensive evaluation of "does not meet expectations" are not eligible for merit increases.~~~~

- ~~X.4.2.2. — Ensure that all bargaining unit members have an equal opportunity to earn merit for accomplishments in all professional activities, including teaching, research, service, and advising.~~
- ~~X.4.2.3. — The department may specify procedures to differentiate merit increases within the “meets expectations” and “exceeds expectations” evaluation categories.~~
- ~~X.4.2.4. — The procedures must be written through a democratic process (including all ranks and positions types) and approved by the bargaining unit members of the department using simple majority voting rules.~~
- ~~X.4.2.5. — The procedures must include a provision for faculty to bring appeals or complaints before a departmental body for discussion and possible resolution of questions or conflicts.~~
- ~~X.4.2.6. — The merit allocations must be based on the “meets expectations” and “exceeds expectations” evaluations. No departmental procedure can deem that merit will be *a priori* equally divided either in terms of dollars or percent of salary.~~
- ~~X.4.2.7. — Each member will receive written notification of their merit categorization and amount by April 1st of the fiscal year.~~
- ~~X.4.3. — The decision on merit evaluations shall be made by the Chair, following the written procedures approved by the Department, with written justification provided to each bargaining unit member. The Chair’s decisions on merit evaluations may not be overruled unless necessary to ensure compliance with the department’s procedures as required by this Agreement; however, the Dean may choose to award an additional merit increase to any bargaining unit member using additional funds from outside the pools described in this article.~~

X.5. Promotional Increase.

- X.5.1. Each member of the Bargaining Unit receiving a promotion during the term of this Agreement shall receive an additional increase equal to the larger of 1.) ~~fifteen-thirteen~~ percent (~~1513~~%) of base salary, or 2.) a promotional increase minimum based on rank and title.
- X.5.2. **Promotional increase minimum**
 - X.5.2.1. Assistant to Associate - \$10,000
 - X.5.2.2. Associate to Full/Senior - \$15,000

~~X.6. — Effect of Administrative Appointment on Faculty Salary.~~

- ~~X.6.1. — A Faculty Member who accepts an administrative appointment, and who subsequently returns to the Bargaining Unit, shall be returned to the salary they would have earned, including any MU/AAUP Contract mandated increases, had they remained a Bargaining Unit member. During the period of administrative appointment, the faculty member will accrue merit increases equal to the percentage rate given to the bargaining unit in articles X.2.2.3, X.3.2.3, and X.4.2.3. If management deems the returning member deserves an additional merit increase, they will inform FAM of that decision.~~

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~~X.6.2. In cases where initial appointment to a faculty title is accompanied by an administrative appointment, the appointment letter must specify the base salary that the appointee would have earned had the appointment been solely a faculty appointment. In such cases, should the appointee subsequently leave the administrative position and become a member of the Bargaining Unit, their base salary shall be the base salary specified in the initial appointment letter, plus any MU/AAUP Contract mandated increases occurring during the time of the administrative appointment.~~

X.7.X.6. Compensation for Summer and Winter Semester Teaching

~~X.7.1.X.6.1.~~ Summer and Winter Term teaching is equally available to all full-time members of the faculty in a department.

~~X.7.1.1.X.6.1.1.~~ No rank will be systematically discriminated against in the selection of eligible faculty.

~~X.7.1.2.X.6.1.2.~~ Non-visiting full-time faculty will be given priority over visiting, full-time faculty, and over part-time faculty.

~~X.7.1.3.X.6.1.3.~~ Faculty members may not be required to teach during the Summer or Winter Term.

~~X.7.1.4.X.6.1.4.~~ Use of “guaranteed” Summer or Winter Term teaching cannot be used as a recruiting inducement.

~~X.7.2.X.6.2.~~ Faculty Members who teach during the Summer and Winter Semesters shall receive additional compensation as prescribed in this Article, provided such teaching responsibilities have not been assigned and accepted in a written agreement by the Faculty Member in lieu of teaching responsibilities during the Spring or Fall Semesters in a previous or ensuing year.

~~X.7.3.X.6.3.~~ **Summer/Winter Semester Teaching Rate.** Additional compensation for Summer and Winter Semester teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member’s annual base salary and upon class enrollment(s) as of the first day of classes of the Summer/Winter Semester. Compensation shall not be less than 4.00% per credit hour with enrollment of 16 students or more.

~~X.7.4.X.6.4.~~ **Calculation of Pro-Ration.** The minimum enrollment for full compensation for Summer and Winter Semester courses is 16 students. If the enrollment is below 16 students, the compensation for the class will follow the following schedule:

Enrollment	% Compensation per Credit Hour
16	4.00%
15	3.75%
14	3.50%
13	3.25%
12	3.00%
11	2.75%
10	2.50%
9	2.25%

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8	2.00%
7	1.75%
6	1.50%

~~X.7.5.~~X.6.5. **Notification of Pro-ration.** If a course enrollment is under 16 students seven days before the start of the course, the faculty member must be notified of the amount of the potential pro-ration. The faculty member has the right to not teach the course when the enrollment drops below 12 as long as they notify their chair within 48 hours of being notified of the potential proration. If the administration fails to notify faculty of the potential pro-ration, they will receive full-compensation.

~~X.8.~~X.7. **Minimum Salaries**

~~X.8.1.~~X.7.1. The minimum academic base salary for all Bargaining Unit members shall be as follows:

Minimum 9-month salary by rank (applies to all bargaining unit employees of that rank)

Rank	
	\$
Full/Senior	104 <u>102</u> ,000
	\$
Associate	84 <u>83</u> ,000
Assistant	\$ 70,000

~~X.8.2.~~X.7.2. The minima defined in this Article shall apply to bargaining unit members on a pro-rated basis proportional to the percent of appointment to bargaining unit positions.

~~X.9.~~X.8. **Overloads, Extra Compensation**

~~X.9.1.~~X.8.1. Overload teaching assignments are voluntarily accepted assignments by a Faculty Member in excess of their regular work or teaching load as assigned by their Academic Unit Head in accordance with the Academic Unit's Workload Policy. No faculty member shall be penalized for refusing an overload assignment. Additional compensation for overload teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member's annual base salary as of the first day of classes of the semester. Compensation shall not be less than 4.0% per credit hour or, at the option of the faculty member, an equivalent course reduction within the following 2 academic years.

~~X.9.2.~~X.8.2. Should the overload assignment occur for a portion of a semester, the payment will be pro-rated accordingly.

~~X.9.3. Overload and/or adjunct teaching must be approved in advance by the Dean or designee, with such approval being copied to the Provost. Whenever a Faculty Member agrees to overload teaching, the Chair shall provide the Faculty Member~~

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~~with a written letter of agreement before the Faculty Member begins to teach the course.~~

X.10.X.9. Additional Compensation

~~X.10.1.X.9.1. In the event that the University wishes to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit, it may do so, with notification to the Union including a rationale for the adjustment. ~~for one or more of the following purposes: (1) matching a bona fide offer from another institution, (2) correcting inequities not otherwise dealt with in this Agreement, (3) correcting inequities found described in Article XI (forthcoming), (4) retention efforts, or (5) rewarding outstanding professional contributions. Care will be taken to ensure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program. Faculty members must submit such requests in writing and in conjunction with FAM to the appropriate University administrator. When such individual requests lead to adjustment or denial, the University shall inform the bargaining unit member and FAM, and shall state in writing within five (5) business days the reasons for such adjustment or denial with the specific documentation leading to the adjustment or denial in writing. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.~~~~

X.10.2.X.9.2. Pay Schedule

~~X.10.2.1.X.9.2.1.~~ 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 prior to August 15 for any given academic year, or at time of hire if later than August 15.

~~X.10.2.2.X.9.2.2.~~ The first paycheck for the academic year will normally be paid on approximately August 31.

X.11.X.10. At the end of this contract, annual raises will continue each year in the following structure until a new contract comes into effect:

~~X.11.1. Order of application of the increases shall be: (1) promotional increase (X.6); (2) adjustment, if necessary, to meet minimum salary requirements (X.9.1); and (3) all other increases calculated on July 1 of the previous fiscal year base salary, i.e. increases in X.12.2.1, X.12.2.2, X.12.2.3. The amount after (1) and (2) but before (3) shall be called the previous fiscal year adjusted base salary.~~

~~X.11.2.X.10.1.~~ A pool of 6.0% of total previous fiscal year adjusted base salary will be made available for annual salary increases.

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.

This proposal, presented on December 10, 2024 by FAM, AAUP-AFT, is a package of Leaves, Faculty Evaluations, Performance Improvement Plans, and Compensation.

- ~~X.11.2.1~~X.10.1.1. Each bargaining unit member will receive an increase of 3.5% of their previous fiscal year adjusted base salary.
- ~~X.11.2.2~~X.10.1.2. A 1.25% pool will be split evenly across all bargaining unit members.
- ~~X.11.2.3~~X.10.1.3. A 1.25% pool shall be allocated for merit-based increases to the base annual salary of bargaining unit members according to procedures outlined in section X.5.

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.