

This proposal, presented on January 14, 2025 by FAM, AAUP-AFT, is a package of Leaves, Faculty Evaluations, Performance Improvement Plans, and Compensation.

FAM, AAUP-AFT PACKAGE PROPOSAL

January 14, 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. 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 four hundred ~~and fifty (400450)~~ sick days. Bargaining unit faculty members who have accrued more than four hundred ~~and fifty (400450)~~ 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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FAM, AAUP-AFT PACKAGE PROPOSAL

January 3, 2025

COMPENSATION

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

- X.1.1. A 4.0% increase shall be applied to the base annual salary of bargaining unit members effective July 1, 2023.
- X.1.2. 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. 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. A pool of ~~6.008-00%~~ of total adjusted FY2024 base salary will be made available for annual salary increases.
 - X.2.1.1. Each bargaining unit member will receive an increase of ~~3.54-75%~~ of their adjusted FY2024 base salary.
 - X.2.1.2. A ~~1.252-0%~~ 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.2.3. 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)

- 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) promotional increases (X.5), (3) adjustment, if necessary, to meet minimum salary requirements (X.7).

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.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.) thirteen percent (13%) 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. Compensation for Summer and Winter Semester Teaching

- X.6.1. Summer and Winter Term teaching is equally available to all full-time members of the faculty in a department.
 - X.6.1.1. No rank will be systematically discriminated against in the selection of eligible faculty.
 - X.6.1.2. Non-visiting full-time faculty will be given priority over visiting, full-time faculty, and over part-time faculty.
 - X.6.1.3. Faculty members may not be required to teach during the Summer or Winter Term.
 - X.6.1.4. Use of "guaranteed" Summer or Winter Term teaching cannot be used as a recruiting inducement.
- 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.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.

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- 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%
8	2.00%
7	1.75%
6	1.50%

- 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.7. Minimum Salaries

- 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	\$102,000
Associate	\$ 83,000
Assistant	\$ 70,000

- 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.8. Overloads, Extra Compensation

- 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.

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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.8.2. Should the overload assignment occur for a portion of a semester, the payment will be pro-rationed accordingly.

X.9. Additional Compensation

- X.9.1. ~~The University may, in its sole discretion, elect 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 so long as it provides notice to the Union in advance. The Parties agree that any such decisions shall not be subject to the grievance or bargaining process. 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.~~

X.9.2. Pay Schedule

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

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.10.1. A pool of 6.0% of total previous fiscal year adjusted base salary will be made available for annual salary increases.
- X.10.1.1. Each bargaining unit member will receive an increase of 3.5% of their previous fiscal year adjusted base salary.
- X.10.1.2. A 1.25% pool will be split evenly across all bargaining unit members.
- 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.

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