

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

## MIAMI UNIVERSITY PACKAGE PROPOSAL

February 12, 2025

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 [no change]
2. Performance Improvement Plans [no change]
3. Compensation
4. Benefits [new addition to this package]

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## **MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT**

**February 12, 2025**

### **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 twenty-five (125) sick days. Bargaining unit faculty members who have accrued more than one hundred and 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**

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

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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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### **PERFORMANCE IMPROVEMENT PLANS [agreed subject to package agreement in full]**

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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## MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 12, 2025

### 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 applicable fiscal year in a bargaining unit role, shall receive an ~~an prospective~~ increase to their base salary as follows:

Upon ratification <u>if employed in a bargaining unit role during the 2023-2024 academic year</u>	<del>4.00%</del> <u>2.00%</u>
<u>Upon ratification if employed in a bargaining unit role during the 2024-2025 academic year</u>	<u>2.25%</u>
July 1, 2025	<del>2.2500%</del>

The ratification increases shall be effective and applied to bargaining unit members' base salary within a scheduled pay period no more than 90 days after ~~ratification~~ratification and are intended to reflect base salary increases for the 2023-2024 and 2024-2025 academic years.

To address the difference between the ratification increases to base salary (above) and what was paid to bargaining unit members in the 2023-2024 and 2024-2025 academic years, Within 120 days of ratification, the University will also make lump sum payments to each currently employed bargaining unit members as follows:

- (1) a lump sum equivalent to two (2) percent of the bargaining unit member's base salary in the 2023-2024 academic year; and
- (2) a lump sum equivalent to two and a quarter ~~-(2.25)~~ percent of the bargaining unit member's base salary in the 2024-2025 academic year.

To qualify for either of the lump sum payments identified above, bargaining unit members must be currently employed. Additionally, (a) to qualify for the lump sum payment for the 2023-2024 academic year, a bargaining unit member must have been employed in a represented role that

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academic year; and (b) to qualify for the lump sum payment for the 2024-2025 academic year, a bargaining unit member must have been employed in a represented role that academic year.

If University's Board of Trustees approves an annual salary increase of more than 2.2500% for full-time non-bargaining unit employees of the University effective July 1, 2025, the percentage difference between the approved increment and the 2.2500% 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 and shall not be subject to the grievance and arbitration procedure.

### **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 to their base salary, effective on the date of the bargaining unit faculty member's promotion, under the following calculations:

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 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 the grievance procedure or bargaining.

## **II. Supplemental Payments**

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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

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 are above course minimums but 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.

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## **V. Additional Compensation**

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.

## **VI. 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.

## **VII. 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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## MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

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### BENEFITS

#### I. Medical, Vision, Dental and Other Insurance

The University shall continue to offer bargaining unit faculty members access to group insurance plans (hospitalization, basic medical, major medical, healthcare savings account, vision, dental, life and accidental death and dismemberment) as approved by the Board of Trustees on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law. The University will contribute to the monthly premium cost and healthcare savings account, where applicable, of the bargaining unit faculty member's medical plan of choice on the same basis and in the same amounts it does for other full-time non-bargaining unit employees, and bargaining unit faculty member monthly medical insurance premium contributions shall be made on a pre-tax basis. The terms and conditions of group insurance shall be governed by the applicable plan documents, as they may exist from time to time.

The University reserves the right to amend the plans referenced above at its sole discretion and without negotiation with the Union. Any changes made by the University to the group insurance plans shall be substantially similar to the terms applicable as of the ratification of this Agreement; any changes that are not substantially similar, the University shall negotiate with the Union. Notwithstanding the foregoing, with respect to health insurance premiums, the University may increase premium contributions at its discretion and without negotiation with the Union consistent with the following:

1. The University may in its discretion annually increase health premiums paid by bargaining unit faculty (which are tied to a percentage of annual salary and elected plan and coverage levels) by up to ~~109~~% per plan. Thus, if a bargaining unit faculty member's health premium contribution was 1.52% of their salary in 2025, the bargaining unit faculty member's health premium contribution for that same plan could not increase to more than 1.6~~5~~7% in plan year 2026.

The Parties agree that the University's right to continue providing health care benefits to bargaining unit members on the same terms and conditions as for non-bargaining unit employees, including the right to make substantially similar changes and to increase health premiums by ~~940~~% annually shall survive the expiration of this Agreement absent a change negotiated by the Parties.

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Spouses of bargaining unit faculty members shall be eligible for University medical, vision and dental insurance benefits pursuant to University policy. Dependent children of bargaining unit faculty members are eligible for medical, vision or dental insurance benefits through the end of the month when they turn age 26.

The University shall comply with all federal and state requirements, including the Health Insurance Portability and Accountability Act, related to the confidentiality of bargaining unit faculty medical information.

#### **J. Flexible Spending Accounts**

The University shall continue to offer bargaining unit faculty members access to participate in voluntary Flexible Spending Accounts (FSA) to pay for certain medical and/or dependent daycare expenses, on the same terms and conditions applicable to other full-time non-bargaining unit employees, to the extent permitted by law. The terms and conditions of FSA participation shall be governed by the applicable plan documents, as they may exist from time to time.

#### **K. Employee Assistance Program**

The University shall continue to offer bargaining unit faculty members, spouses, and dependents (and others at the sole discretion of the University) access to confidential Employee Assistance Program (EAP) services on the same basis as other full-time non-bargaining unit employees.

#### **L. Employee Health Center**

The University will continue to offer bargaining unit faculty members and dependents covered by the University's health insurance plan access to the Employee Health Center on the same basis as other full-time non-bargaining unit employees. The University reserves the right to determine the terms of Health Center services offered, including costs to bargaining unit faculty members, at its sole discretion.

#### **M. Retirement Benefits**

Bargaining unit faculty members shall be entitled to participate in the State Teachers Retirement System of Ohio (STRS), and the University's Supplemental Retirement Benefit plans, to the extent and on the same terms offered to other full-time employees of the University, subject to applicable law and regulation.

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At the time of hire, bargaining unit faculty members may elect to participate in the Ohio Alternative Retirement Plan (ARP), rather than the STRS, to the extent and on the same terms offered to other full-time employees of the University, subject to applicable law and regulation. Bargaining unit faculty members who fail to (1) submit the retirement plan election form, (2) set up an account, and (3) choose a vendor within one hundred and twenty (120) days after their date of hire, will automatically default into the STRS plan.

#### **N. Education Benefits**

The University will continue to offer eligible full-time bargaining unit faculty tuition fee waivers for themselves and eligible spouses and dependent children, on the same basis as other full-time non-bargaining unit employees, in accordance with applicable University policy. The University reserves the right to modify University policy providing for education benefits, at its sole discretion during the term of the Agreement, and will provide the Union with notice of any such changes.

#### **O. Miami Recreation Center**

The University will offer bargaining unit faculty members access to all Miami Recreation Centers at all campuses, on the same basis as other full-time non-bargaining unit employees and in accordance with University policy. The University reserves the right to determine the terms of Recreation Center membership and programs offered, including costs and fees, at its sole discretion.

#### **P. Travel Expenses**

Reimbursement for travel expenses and other use of University funds related to travel within a bargaining unit faculty member's professional duties shall be in accordance with University policy.

#### **Q. Professional Development Funds**

Available professional development funds will be distributed in accordance with the established policies and procedures of each academic unit, at the University's sole discretion.

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