

This proposal is presented as part of the University's Offer of Settlement

MIAMI UNIVERSITY OFFER OF SETTLEMENT

February 24, 2025

The University makes the following offer of settlement:

1. All Tentative Agreements presently agreed to between the Parties, except for any Tentative Agreements that have been rendered unlawful by Executive Orders issued by the new federal Administration.
2. The University rejects all Union proposals not otherwise adopted below.
3. The University is holding on any open proposals that are not otherwise addressed below or tentatively agreed already.

TK

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

FINANCIAL EXIGENCY AND ACADEMIC REORGANIZATION

- I. In the event of financial exigency, the University will use its best efforts to evaluate ways to alleviate the financial crisis, including the following considerations:
 - a. Alternatives that would result in minimal deterioration of sustainable academic programs and that would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem;
 - b. Means of initiating mechanisms for generating additional income; and
 - c. Cost-cutting methods.
- II. The University may dismiss tenured bargaining unit faculty members during the term of their appointments due to the following: (a) program, department or division elimination; or (b) financial exigency in accordance with the University's Policy "Termination Under Financial Exigency of a Tenured Appointment".
- III. The University may dismiss or nonrenew tenure-track and TCPL bargaining unit faculty members during the term of their appointments, at its discretion, for the following reasons:
 - a. Financial exigency; or
 - b. Restructuring, reorganization or discontinuance of academic programs; or
 - c. Upon recommendation of the Dean with approval from the Provost: position elimination due to insufficiency of enrollment, curriculum change, lack of work, or lack of funding or financial resources.
- IV. Except in the event of a financial exigency [as provided above], the following shall apply to dismissal or non-renewal of tenure-track and TCPL bargaining unit faculty members in the context of this Article.
 - a. Notice of dismissal or nonrenewal shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, the University will provide the following notifications:

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1. bargaining unit faculty members with fewer than 5 full years of continuous service will be notified at least three (3) months prior to the end of their appointment period;
 2. bargaining unit faculty members with at least 5 full years of continuous service but fewer than 10 full years of continuous service will ordinarily receive one full academic year's notice prior to the end of their appointment period, subject to the University's discretion; and
 3. bargaining unit faculty members with more than 10 full years of continuous service or who have reached the rank of Senior or Full shall receive one full academic year's notice.
- b. Each bargaining unit faculty member will be permitted to complete the period of their annual appointment in accordance with the terms of their appointment.
 - c. Each bargaining unit faculty member who has received notice of dismissal or nonrenewal pursuant to this section:
 1. will be released at the end of any term or session from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.
 2. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to one of the reasons set forth in Section III.
 - d. The Provost shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost shall make a reasonable effort to provide assistance in placement and counseling.
- V. In the event of financial exigency as provided in Section III(a), tenure-track and TCPL bargaining unit faculty members who have received notice of dismissal or nonrenewal pursuant to this section:
- a. will be released at the end of any term or session immediately following the date of their most recent appointment from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.

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- b. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to financial exigency of the University.

- VI. In lieu of termination, the University shall make a good faith effort to reassign bargaining unit faculty members subject to dismissal or non-renewal to appropriate academic appointments in other schools, regional campuses or departments within the University. The University retains sole discretion to determine qualifications for any such reassignment. Subject to the University's determination of qualifications and other academic needs, the University shall ordinarily dismiss untenured faculty before any tenured bargaining unit member is dismissed.
- VII. Visiting and part-time faculty members shall be released before any full-time bargaining unit faculty member is released, unless it would result in a serious distortion of the academic program in which the faculty members are engaged, in the University's sole discretion.
- VIII. In the event of program, department or division elimination, tenured bargaining unit faculty members shall be entitled to the following:

Fewer than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary
More than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary plus one (1) month's pay for each full year of service in excess of ten (10) years

- IX. All processes under this Article shall be consistent with Article [Non-Discrimination and Anti-Harassment] of this Agreement and the University's Non-Discrimination Policy.
- X. The parties recognize and agree that dismissal and/or nonrenewal decisions are matters of inherent managerial policy under Ohio Revised Code Section 4117, and therefore the termination of any bargaining unit faculty member for the reasons set forth in Sections II and/or III of this Article shall not be subject to the Grievance and Arbitration procedure.

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Notwithstanding the foregoing, within thirty (30) days of dismissal or nonrenewal of bargaining unit faculty member, pursuant to this Article, the Union may only file a grievance on the basis that the University failed to follow the procedures set forth in this Article related to dismissal or nonrenewal of a bargaining unit faculty member.

- XI. Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.
- XII. Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" or convert to an individual policy at his/her full cost voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.

For the Union:

For the University:

Date:

Date:

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

APPOINTMENT, RENEWAL, AND PROMOTION OF TCPL FACULTY

- I. This Article shall apply only to bargaining unit faculty members appointed as Teaching and Clinical Professors and Lecturers ("TCPL faculty").
- II. Appointment of TCPL Faculty
 1. Qualifications for TCPL titles and appointment procedures are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)").
 2. Length of TCPL faculty appointments shall be as follows:
 - i. Appointments at the rank of Assistant shall be for one (1) academic year.
 - ii. Appointments at the rank of Associate shall be for three (3) academic years.
 - iii. Appointments at the rank of Senior Lecturer/Clinical Lecturer and Teaching/Clinical Professor shall be for five (5) academic years.
 - iv. In some circumstances, upon the written recommendation of the department/program or department chair/program director, the Provost may hire TCPL faculty with an initial appointment at the Associate or Senior/Full rank.
 - v. Time towards promotion shall begin at the start of the person's first full academic year of service in rank. Any credit granted towards a bargaining unit faculty member's promotion period at the time of hire shall be at the University's discretion.
- III. Renewal, Non-Renewal, and Termination
 1. Assistant TCPL Faculty
 - i. Appointments of Assistant TCPL faculty may be renewed annually for a maximum of five (5) years.
 - ii. If not renewed, Assistant TCPL faculty shall receive notice of non-reappointment by February 15 of the current academic year, except as provided in Section III.1.vi of this Article. Assistant TCPL faculty are eligible to receive, but not entitled to expect, annual renewal of their appointment.

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- iii. In the TCPL faculty member's first year at Assistant or Lecturer rank, the department chair will assist the faculty member to develop a philosophy of teaching and service, and a two-page professional development plan (PDP). Guidelines for the PDP are set forth in Article [XX] in Faculty Evaluations.
- iv. Beginning in their second year, departmental promotion committees and chairs must provide a cumulative annual assessment of the dossier, TCPL faculty member's strengths and weaknesses and specific recommendations for improvement. The second and third year assessments must be submitted to the dean for review. Promotion and Tenure Committees that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.
- v. Assistant TCPL faculty shall be reviewed in their fourth (4th) year for promotion to Associate TCPL faculty.
- vi. A TCPL faculty member who failed to achieve promotion in their 4th year may reapply for promotion during their terminal 5th year. In the event the TCPL faculty member does not achieve promotion during their terminal 5th year, their employment will cease at the end of their terminal year.

2. Associate TCPL Faculty

- i. Appointments at the rank of Associate are renewable in three (3) year increments.
- ii. Associate TCPL faculty shall receive one full academic year's notice of non-renewal by July 1.
- iii. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner than December 1st of their fourth year as Associate TCPL faculty.

3. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor

- i. Appointments at the rank of Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor renew in five (5) year increments unless non-renewed or terminated in accordance with this Collective Bargaining Agreement
- ii. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive one full academic year's notice of non-renewal by July 1.

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4. Assistant or Associate TCPL faculty may be non-renewed at the end of any appointment term, with notice as provided for in this Section.
5. TCPL faculty at the rank of Associate or higher may be terminated during the term of their appointment for failure to perform duties and associated responsibilities, including but not limited to, those defined in their Professional Development Plan in a satisfactory manner. The TCPL faculty member will first be given written notice of the deficiencies in performance and one (1) full academic year (two (2) full semesters) in which to demonstrate that the problem or deficiency has been overcome. The University may issue the notice of deficiencies and a contingent notice of non-reappointment concurrently. Whether the TCPL faculty member has overcome the deficiencies shall be determined by the University, in its sole discretion; if the University in its discretion determines that the deficiencies have been overcome, the TCPL faculty member shall be permitted to continue through the end of their existing term.
6. TCPL faculty at the rank of Associate or higher may be terminated for cause at any time by the Provost, in accordance with University policy.

IV. Promotion

1. Each candidate for promotion is judged individually on their own merits, not relative to other candidates.
2. TCPL faculty who wish to be considered for promotion are responsible for assembling and submitting a dossier of accomplishments and relevant supporting materials to their department/program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.
3. Qualifications for each rank and criteria for promotion are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)"), and supplemented by local governance documents for the faculty member's division or department, as applicable.
4. The promotion dossier is evaluated by the Promotion and Tenure Committee of the faculty member's department or program (when appropriate), the chair and/or program director (when appropriate), their divisional Promotion and Tenure Committee, and the academic dean. If there is a positive recommendation for

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promotion from the department or program (when appropriate), the chair and/or program director (when appropriate) or the academic dean, the dossier will advance to the Provost for consideration and decision. Promotion and Tenure Committees that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.

5. Promotion from Assistant to Associate TCPL Faculty

- a. TCPL faculty must apply for promotion to Associate following review in their fourth (4th) year as Assistant TCPL faculty.
- b. If TCPL faculty do not achieve promotion to Associate, their appointment shall terminate at the end of the fifth (5th) year.
- c. A one-time extension of time for application to Associate may be granted, at the University's discretion and in accordance with University Policy; for example, the University may, but is not required to, exercise its discretion to grant extension requests in the following circumstances: (a) a faculty member has within the twelve (12) months prior to the request been on an approved parental leave; (b) a faculty member has within the twelve (12) months prior to the request been on an approved family medical leave; or (c) a faculty member has within the twelve (12) months prior to the request been on an approved military leave.
- d. Upon ratification of this Agreement, and for a nine (9) month period following ratification, Assistant TCPL faculty who previously opted out of the promotion process will have the opportunity to opt in by submitting written notice to their chair.

6. Promotion from Associate to Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor

- a. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner than December 1st of their fourth year as Associate TCPL faculty.

For the Union:

For the University:

Date:

Date:

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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 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

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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 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

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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, 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, 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.

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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.

For the Union:

For the University:

Date:

Date:

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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].

For the Union:

For the University:

Date:

Date:

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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 fifty (150) sick days. Bargaining unit faculty members who have accrued more than one hundred and fifty (150) 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

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

The University also reserves the right to amend or withdraw any proposal that conflicts with pending legislation, including S.B. 1 – Advanced Ohio Education Act.



This proposal is presented as part of the University's Offer of Settlement

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

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

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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.

For the Union:

For the University:

Date:

Date:

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

COMPENSATION

I. Base Compensation

A. Annual Increases

- (1) 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 increase to their base salary as follows:

July 1, 2023 (if employed in a bargaining unit role during the 2023-2024 academic year)	3.00%
July 1, 2024 (if employed in a bargaining unit role during the 2024-2025 academic year)	3.00%
July 1, 2025	3.00%

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

- (2) To address the difference between the increases to base salary (for July 1, 2023, and July 1, 2024 (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 make lump sum payments as follows:

- (a) a lump sum equivalent to two (2.00) percent of the bargaining unit member's base salary in the 2023-2024 academic year; and
- (b) a lump sum equal to three (3.00) percent of the bargaining unit member's equivalent base salary had it been calculated based on Section 2(a) above for the 2024-2025 academic year..

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

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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].

For the Union:

For the University:

Date:

Date:

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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 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 3.0% for full-time non-bargaining unit employees of the University effective July 1, 2025, the percentage difference between the approved increment and the 3.00% 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

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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

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

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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. 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.

For the Union:

For the University:

Date:

Date:

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

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 7.5% per plan. Thus, if a bargaining unit faculty member's health premium contribution was 1.634% of their salary in 2025, the bargaining unit faculty member's health premium contribution for that same plan could not increase to more than 1.634% 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

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This proposal is presented as part of the University's Offer of Settlement

premiums by 7.5% annually shall survive the expiration of this Agreement absent a change negotiated by the Parties.

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

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and on the same terms offered to other full-time employees of the University, subject to applicable law and regulation.

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.

R. Parking

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

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Bargaining unit faculty will have access to parking in accordance with University policy.

For the Union:

For the University:

Date:

Date:

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This proposal is presented as part of the University's Offer of Settlement

MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

MANAGEMENT RIGHTS

- I. Except as expressly limited by the terms of this Agreement, nothing shall limit the right and responsibility of the Board of Trustees, directly or acting through its duly constituted authorities, to exercise all powers, rights, authorities, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, whether exercised or not. Without limiting the generality of the foregoing, nothing contained herein shall in any way limit the University's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.
- II. Except as otherwise limited by this Agreement, these rights include the right to:
 - a. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. direct, supervise, evaluate, and hire Bargaining Unit Faculty or other employees;
 - c. maintain and improve the efficiency and effectiveness of University operations;
 - d. determine the overall methods, process, means, or personnel by which University operations are to be conducted;
 - e. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Bargaining Unit Faculty or other employees;
 - f. determine the adequacy and composition of the work force;
 - g. determine the overall mission of the University;

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This proposal is presented as part of the University's Offer of Settlement

- h. effectively manage the work force; and
 - i. take actions to carry out the mission of the University.
- III. The parties agree that the University has the right to exercise sole authority on all decisions involving academic matters. Academic matters are the essential elements of the student educational experience. These academic matters include but are not limited to class size, class schedules, programs, course curriculum, learning goals and outcomes, grading practices and policies, graduation requirements, modality of instruction, introducing new methods of instruction and new work methods and facilities, and decisions regarding who is taught, and who does the teaching.
- IV. Management rights are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.
- V. The parties recognize that none of the management rights enumerated in this Article, nor any matters of inherent managerial policy, shall be subjects of bargaining or grievances, unless the exercise of such rights violates an express written provision of this Agreement.
- VI. The Employer retains the right to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to students, staff and faculty in situations of a public health emergency, pandemic, natural disaster, situations involving an active shooter and/or terroristic threats, or other emergency that affects the safety of persons or property in the buildings or on the grounds of the University, whether owned or operated. The Union and the Employer agree that in such circumstance the Employer shall not be required to provide notice to the Union before taking such action. The Employer shall notify the Union of any changes to bargaining unit members' wages, hours or terms and conditions of employment in connection with such actions as soon as reasonably possible, which may result in impact bargaining.
- VII. Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University, including the University Senate and Faculty Assembly, and campus, school and department shared governance bodies, from exercising their rights to create and/or recommend policies and practices regarding the operation of the University.

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MIAMI UNIVERSITY COUNTER PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

ASSOCIATION RIGHTS

- I. Bargaining unit faculty members selected as Union representatives for the purpose of processing grievances as defined in Article [Grievance and Arbitration] shall be known as "Delegates." Delegates shall be permitted to attend to the processing of grievances or attend to matters having a bearing on discipline, during working hours without loss of pay, provided that a Delegate who desires to process grievances or conduct other authorized Union activity on University time shall contact their Chair with reasonable advance notice for the purpose of making arrangements for the conduct of the Union activity. Upon obtaining prior approval from the Chair, the Delegate shall be permitted to attend meetings related to grievances during working hours without loss of pay. This right shall not be abused, and if abused, shall be withdrawn from the individual abusing the privilege, at the University's discretion.
- II. By the first day of classes for the Fall and Spring semesters, the Union will provide the University with a list of Delegates. The Union shall notify the University of any changes to this list within five (5) business days after such change.
- III. For purposes of service recognition only, no more than three bargaining unit faculty members shall each be entitled to receive one workload equivalency of service credit per semester (Fall/Spring) for FAM-related activities. This does not limit other bargaining unit faculty members from listing appropriate FAM-related activities as part of their overall service record in annual reports, despite not receiving a workload equivalency of service credit for such activities.
- IV. FAM, AAUP-AFT may buy out up to four (4) workload equivalent releases as defined by the University, per academic year, to be used for purposes of conducting Union business related to the administration of this Agreement, processing grievances under this Agreement, and bargaining for a successor agreement. The Union may request to buy out additional workload equivalent releases, and shall be granted at the University's discretion. Availability of workload buyouts is subject to the operational needs of the University and the bargaining unit faculty member's school regional campus, and/or department, as applicable. If the University is unable to accommodate requested workload buyouts in a given term or academic year, the University shall work

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with the Union to accommodate the request in a future term or academic year. No individual bargaining unit faculty member shall be permitted to buy out of their entire teaching workload in any given semester.

- V. Requests for workload buyouts or identification of those faculty members intended to receive service workload equivalencies must be submitted in advance of the semester or term for which the buyout is requested or the application of service workload equivalencies, as follows:
- i. For fall semester, identification of service credit and requests for buyouts must be received by December 1st of the previous year. For spring semester, must be received by July 1st of the previous year.
 - a. Workload buyout requests, including the costs of such requests pursuant to University policy, will be processed in accordance with the bargaining unit faculty member's school, regional campus and/or department policies and procedures, as applicable.
 - b. Full-time bargaining unit faculty members who receive workload equivalent release buyouts pursuant to this section shall continue to be deemed full-time for all purposes under this Agreement.
- VI. In the event a University faculty administrator within the scope of R.C. 102.03(A)(1) returns to the bargaining unit, consistent with the administrator's obligations under R.C.102.03(B), they shall never be permitted to use or disclose, on behalf of or to FAM, confidential information that was acquired during their service as an administrator. Furthermore, for a minimum of one year following the administrator's return to the unit, they shall not be permitted to act in a representative capacity on behalf of FAM regarding: (a) any matter in which they personally participated in their role as an administrator; or (b) concerning information or issues that the administrator was privy to by virtue of their role as an administrator. This provision does not preclude the former University faculty administrator from being a member of FAM or from engaging in activities that fall outside the scope of the restrictions noted above.

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

The University also reserves the right to amend or withdraw any proposal that conflicts with pending legislation, including S.B. 1 – Advanced Ohio Education Act.



This proposal is presented as part of the University's Offer of Settlement

MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2025

INTELLECTUAL PROPERTY

The University's Intellectual Property Policy, *Intellectual Property*, is incorporated by reference and applicable to faculty bargaining unit employees. The University reserves the right to modify such policy in its sole discretion during the term of the Agreement, and will provide the Union with notice of any changes to such policy.

For the Union:

For the University:

Date:

Date:

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MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

February 24, 2024

DURATION

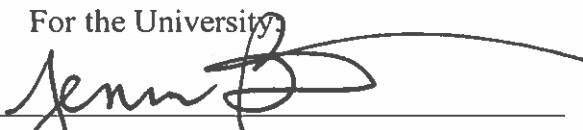
1. This Agreement shall be effective upon ratification by FAM membership and approval of the University's Board of Trustees, and shall continue in full force and effect through June 30, 2026.
2. The Agreement shall continue from year to year thereafter, unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary) of its desire to terminate or modify the Agreement. In the event either party provides such notice, the parties will commence negotiations over proposed modifications within a reasonable time.
3. The University may seek to modify any provision of this Agreement prior to its expiration where immediate action is required due to (1) exigent circumstances that arose after or were not known at the time of negotiations; (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such cases, the University may take immediate action necessary to carry out the functions and mission of the University, in its discretion, in response to the exigent circumstance or to comply with the change in law or regulation, but shall notify and bargain with the Union regarding such changes, and/or any bargainable impact thereto, as soon as reasonably possible.

For the Union:



Date:

For the University:



Date:

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