COLLECTIVE BARGAINING AGREEMENT

between

MIAMI UNIVERSITY

and

FACULTY ALLIANCE OF MIAMI, AAUP-AFT

LIBRARIAN BARGAINING UNIT

Effective July 1, 2026 - June 30, 2029

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Article 1: Purpose

The purpose of this Agreement is to set forth the terms and conditions of employment of members of the bargaining unit, as well as to establish a dispute resolution procedure.

Article 2: Recognition

Miami University (the "University") recognizes the Faculty Alliance of Miami, AAUP-AFT (the "Union"), pursuant to the Ohio State Employment Relations Board ("SERB") Order of Certification, dated July 6, 2023, in Case No. 2023-REP-03-0024, as the exclusive representative of the employees in the bargaining unit described as follows, for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment pursuant to Section 4117.08 of the Ohio Revised Code:

Included: All full-time Librarians at all campuses of Miami University.

Excluded: All faculty; all managerial employees including the president, vice presidents, provost, associate and assistant provosts, deans, associate and assistant deans, and department chairs; all supervisory employees; and all other employees of Miami University.

Article 3: Dues Deduction

1. The University will deduct regular union dues, as well as any applicable union fees, fines, and assessments, established by the Union under the terms of the FAM, AAUP-AFT Constitution, for any bargaining unit member upon receipt by the appropriate personnel office of a written dues authorization signed by the bargaining unit member. The University will begin deductions as soon as reasonably practicable but no later than the second pay period after receipt of a bargaining unit member's signed authorization card.

2. Deductions for each month shall be transmitted to the Union no later than the fifteenth (15th) of the following month, together with an alphabetized electronic list of all dues-paying Librarian Bargaining Unit employees and the amount deducted from each. Upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon the Union for the administering of these deductions.

3. The bargaining unit member's dues deduction authorization shall remain in effect until expressly revoked in writing by the bargaining unit member in accordance with the terms of the authorization. When the Union determines that a bargaining unit member's payroll deduction should cease, the Union will be responsible for notifying the University in writing. The University will rely on the information provided by the Union to cancel or change authorizations due to revocation. The University's obligation to make deductions will terminate automatically upon receipt of revocation of authorization. The University's obligation to make deductions will terminate automatically upon termination of employment or upon transfer to a job classification outside of the Librarian bargaining unit. Updates to deductions shall be put into effect by the University no later than the second pay period after receipt from the Union of changes to dues authorizations, fees, fines, and/or assessments. The Union shall be notified in writing of any updates to deductions, including any automatic termination of deductions.

4. Questions regarding dues, fees, or other deduction shall be resolved between the affected bargaining unit member and the Union. Where appropriate, a refund shall be made directly to the affected bargaining unit member by the Union.

5. The Union agrees that it will indemnify and hold the University and any of its agents harmless from any action, claim, demand, suit, and other form of liability that may arise as a result of the deductions made under any provisions of this Article.

Article 4: Labor-Management Meetings

1. In the interest of promoting positive employee/management relations, communication, and problem resolution, the University and Union agree to hold regularly scheduled meetings between bargaining unit members, their representatives, and management at mutually agreed-upon times.

2. The number of representatives at such meetings shall not exceed four (4) per party, except by mutual agreement of the parties.

3. Labor-Management meetings shall occur once during the fall, spring, and summer terms. Additional meetings may occur and be scheduled by mutual agreement. Meetings may be cancelled by mutual agreement.

4. The parties may exchange agendas at least two (2) business days prior to a regularly scheduled meeting.

Article 5: Health, Safety, And Security

1. The Union and all bargaining unit members will comply with all University policies, rules and regulations relating to workplace safety. The University will continue to provide a safe working environment in accordance with its policies and applicable law.

2. Personal protective equipment (PPE) shall be provided by the University to a bargaining unit member consistent with their job duties, as determined by the Environmental Health and Safety Office. Any bargaining unit member may request additional PPE from this office, if necessary, to maintain a healthy, safe, and secure working environment, as determined by the University.

3. Bargaining unit members will immediately report in writing to Campus Security, or Environmental Health and Safety, or Library Administration, as appropriate, all workplace-related matters regarding safety and/or hazardous conditions of which they are aware. The University will investigate such reports as it determines is necessary to maintain safe working conditions.

4. The University will provide timely, appropriate training to bargaining unit members who are required to perform duties that involve potential hazards to safety and health, as determined by the University. The parties recognize that trainings may be required for performance of certain job duties. As such, bargaining unit members shall complete all assigned safety trainings.

5. The University agrees to work to ensure that lactation rooms are accessible, private, and clean. In the event that a bargaining unit member needs access to a secure room for the purpose of expressing milk after the birth of a child, they should inform the Director of Employee Relations in the Office of Human Resources. The University will work with the bargaining unit member to designate a room for this purpose within the building where the bargaining unit member is located, or nearby, if there is no designated space within the bargaining unit member's building.

6. The University agrees to provide at least one (1) gender-inclusive restroom for every two (2) floors in all campus buildings, when and where practicable, as determined by the University. The University shall make the locations of gender-inclusive restrooms known to the campus community.

Article 6: Management Rights

1. Except as expressly limited by the terms of this Agreement, in accordance with Ohio Revised Code Section 4117.08, the University shall reserve, retain, and possess, solely and exclusively, the right and responsibility 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
    b. Direct, supervise, evaluate, or hire 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 employees;
    f. Determine the adequacy of the work force;
    g. Determine the overall mission of the University;
    h. Effectively manage the work force;
    i. Take actions to carry out the mission of the University.

2. 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.

3. The Union agrees that all of the functions, rights, powers, responsibilities, and authority of the University in regard to the operation of its work and business and the direction of its work force which the University has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the University.

4. 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.

5. Nothing in this Agreement shall be deemed as a waiver of the Union's right to demand and engage in bargaining in accordance with applicable law unless expressly stated in this Agreement or by the Union, in writing.

6. 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.

Article 7: Association Rights

1. Bargaining unit librarians selected as Union representatives for the purpose of processing grievances as defined in Article 25: 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 immediate supervisor with reasonable advance notice for the purpose of making arrangements for the conduct of the Union activity. Upon obtaining prior approval from the immediate supervisor, an Associate Dean, or the appropriate Dean, 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.

2. Annually by July 1, 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.

3. Bargaining unit librarians may list bargaining unit-related activities as part of their overall service record in annual reports.

Article 8: Separability

1. Where this Agreement makes no specification about a matter, the University, its employees, and the Union shall be subject to applicable state, federal, and local laws which pertain to wages, hours, and terms and conditions of employment and University policies and regulations promulgated or amended at any time in accordance with those laws.

2. Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, administrative agency, or other governmental body having jurisdiction, including the State Employment Relations Board, all other provisions of the Agreement shall remain in full force and effect.

3. In the event legislation or regulation is enacted and final which makes illegal, unlawful, or null and void any provision of this Agreement, or if any portion of this Agreement is invalidated as provided in this Article, the applicable law or regulation shall be controlling.

4. Upon written request by either party, the University and the Union shall meet to negotiate lawful replacement language for any invalidated provision.

Article 9: Non-Discrimination And Anti-Harassment

1. Both parties bound by this contract are fully committed to equal opportunity, diversity, and prohibiting discrimination and harassment. Miami University, the Union, and bargaining unit members will not harass or discriminate on the basis of age, color, disability, gender identity or expression, genetic information, military status, national origin (ancestry), pregnancy, race, religion, sex/gender, status as a parent or foster parent, sexual orientation, protected veteran status, membership or non-membership in the Union, or activity on behalf of or in opposition to, the Union, or any other protected characteristic under applicable federal, state, local law, or University policy. This prohibition extends to harassment or discrimination based on the protected statuses listed above, including the creation of a hostile work environment, in accordance with University Policy.

2. The University affirms and the Union acknowledges the University's obligations as a federal contractor with regard to affirmative action.

3. The University will offer training to all bargaining unit members regarding unlawful discrimination and harassment. Bargaining unit members shall complete any required training regarding unlawful discrimination, harassment, retaliation, or diversity, equity, and inclusion. Bargaining unit members will ordinarily be required to complete training regarding unlawful discrimination no more frequently than every two (2) years.

4. The University will provide necessary reasonable accommodation, if it can do so without undue hardship on the operation of the University, to disabled bargaining unit members who request such accommodation, in accordance with University Policy and applicable law.

Article 10: Appointment Notices

1. All bargaining unit members shall receive written notice of initial appointment as promptly as possible but, absent emergency circumstances, no later than thirty (30) days before the start date of the appointment. The University shall make a good faith effort to provide reappointment letters as early as possible, but no later than thirty (30) days after the start date of the reappointment.

2. The Notice of Appointment shall include the following:
    a. Start date of appointment;
    b. Title and rank;
    c. Duration of appointment and, if applicable, whether it is contingent on external funding;
    d. Continuing contract status, including an expected timeline for promotion, as approved by the Provost;
    e. Campus (Primary Worksite) and Department(s) within the library;
    f. Base compensation;
    g. A statement that this position is one covered by FAM, AAUP-AFT and covered by this Agreement;
    h. A link with access to the Collective Bargaining Agreement relevant to Librarians' employment with the University and the University policy library.

3. Campus (Primary Worksite) and Department-specific information, if any, shall be provided to bargaining unit members by the Department Head and/or appropriate Dean. This information will be provided within thirty (30) days after the start of the bargaining unit member's initial appointment.

4. Appointments are subject to and contingent upon internal University approvals and any additional requirements for employment by the University.

Article 11: Librarian Ranks

1. Ranks of Librarians.

Librarians must hold a master's degree in library and/or information science (e.g. an M.L.S./M.L.I.S.), from an accredited college or university, or the equivalent of such a master's degree from an accredited college or university. All appointments are subject to approval by the Board of Trustees.

Full-time, continuing contract-eligible librarians are appointed or promoted to the following ranks:

- Assistant Librarian
- Associate Librarian
- Principal Librarian

Librarians may be appointed into the above-named ranks as a Visiting Librarian, but any such Librarian is an annual appointment and is not eligible for promotion or continuing contract under Article 13: Promotion & Continuing Contract. An individual formerly employed at Miami in a continuing contract-eligible position but not granted continuing contract is ineligible for employment as a Visiting Librarian.

2. Initial Appointment.

To secure appointment to a rank, Librarians must meet the criteria established for that rank.

Initial appointments for the Oxford campus are determined at the time of hire by the Dean and University Librarian and approved by the Provost.

For regional campus appointments, initial appointments are determined at the time of hire by the Dean of the Regional Campuses, or designee, and approved by the Provost.

The appropriate Dean or designee may consult with the Personnel Committee in determining a librarian's initial rank at appointment, following the established criteria for each rank as well as the individual's status and achievements prior to appointment at Miami University.

3. Assistant Librarian.

Appointment to the rank of Assistant Librarian demands that the candidate meet the requirements of a professional librarian. This rank designates the first level of librarianship for those who do not meet the criteria for Associate Librarian upon initial hire.

4. Associate Librarian.

Appointment or promotion to the rank of Associate Librarian requires a documented record of their job assignment demonstrating the following:

- First Criterion: demonstrated very strong performance in Primary Professional Responsibilities (PPR), as further explained in this agreement;
- Second Criterion: very strong performance in either:
    - Service to Miami University Libraries, the University, Profession of Academic Librarianship, or the Community ("Service"), as determined in accordance with this agreement, or
    - Scholarship or Creative Achievement ("Scholarship"), as determined in accordance with this agreement; and
- Third Criterion: strong performance in either Service or Scholarship, whichever was not selected as the second criteria.

5. Principal Librarian.

Appointment or promotion to the rank of Principal Librarian requires a documented record of their job assignment demonstrating the following:

- First Criterion: demonstrated ongoing excellence in PPR, as further explained in this agreement;
- Second Criterion: demonstrated excellence in either:
    - Service, as determined in accordance with this agreement, or
    - Scholarship, as determined in accordance with this agreement; and
- Third Criterion: very strong performance in either Service or Scholarship, whichever was not selected as the second criteria.

A pattern of significant contributions in these areas will be judged on how consistent, recent, and substantial the contributions and accomplishments have been.

6. Visiting Librarians.

Visiting Appointments shall be full-time one-year appointments, unless otherwise indicated in the Visiting Librarian's appointment notice, who are eligible for renewal at the sole discretion of management. Visiting Librarians shall be notified of any subsequent appointment(s) as early as practicable.

Visiting Librarians may engage in service and/or scholarship with advance approval of management. Visiting Librarians are subject to an annual review, in accordance with Article 15: Annual Evaluations, but will only be evaluated based on their job assignment.

Visiting Librarians may apply for continuing contract-eligible positions, if and when available. Should a Visiting Librarian be selected as the successful candidate, they may be credited with experience in accordance with Article 14: Probationary Period. Annual reviews from credited years will be provided to the appropriate evaluative bodies, as part of the promotion and continuing contract process.

Article 12: Scope Of Librarian Duties And Working Conditions

1. The policy on job responsibilities for unclassified administrative staff governs the scope of work and job expectations for bargaining unit member librarians. Bargaining unit members are expected to give full-time service to the University. In their roles, bargaining unit members are expected to perform their job duties as indicated by their job assignment. For Assistant, Associate, and Principal Librarians, the job assignment includes performance of Primary Professional Responsibilities (PPR), Scholarship, and Service. Visiting Librarians are generally not expected to perform Scholarship or Service on behalf of the University.

   The parties understand that librarian bargaining unit employees may not necessarily participate in all service and scholarship activities identified in this Article during each academic term or year.

2. The PPR for each bargaining unit Librarian shall be determined by management at the time of hire, and assignment of the PPR shall be at the discretion of the Dean and University Librarian or designee. The PPR document shall include a breakdown of expected approximate percentages of PPR time spent on each PPR area. The bargaining unit member and their manager may review and, as necessary and appropriate in the discretion of management, revise the bargaining unit member's PPR once per year to accurately describe the job duties the bargaining unit member is expected to perform. Such revisions require approval of the appropriate Dean or designee. Any revised PPRs shall be shared with the bargaining unit member within thirty (30) days following the approval of the appropriate Dean or their designee.

3. Librarians enjoy flexible work arrangements, including but not limited to possible flextime and compressed workweek arrangements, and may work remotely in accordance with the University's Flexible Work Arrangements Policy. With approval of the Librarian's immediate supervisor, the schedule may vary from week to week to best fulfill the librarian's responsibilities.

4. The typical work week expectation for librarian unit employees shall be 40 hours per week, however needs of the University Libraries may require Librarians to work additional hours. This includes time spent on all aspects of their job assignment, including PPRs, service, and scholarship. The amount of time spent on each of these categories may vary from week to week to best fulfill the librarian's responsibilities.

   It is also recognized that hours beyond the typical workweek are unavoidable. In these situations, librarians and their supervisor may find a mutually-agreeable schedule for when the unit member may take comparable time off at a later date or another remedy.

Article 13: Promotion & Continuing Contract

1. Criteria for Promotion and Continuing Contract.

To achieve continuing contract and/or promotion, Librarians must satisfactorily perform their job duties, including performance of Primary Professional Responsibilities (PPR), Service, and Scholarly/Creative Work. Librarians must select either Service or Scholarly/Creative Work as their intended area of Very Strong or Excellent performance, with the other as their intended area of Strong or Very Strong Performance as appropriate for their rank as described in Article 11: Librarian Ranks. As a librarian develops throughout their career, they may change their area of intended Very Strong or Excellent performance at any point prior to submitting their dossier with no penalty. No probationary librarian shall be granted promotion and continuing contract without Very Strong/Excellent performance in their PPR, regardless of their performance in Service or Scholarly/Creative Work.

2. Criterion 1: Performance of Primary Professional Responsibilities (PPR).

Quality of performance in the area of the librarian's responsibility is the most important and essential criterion for promotion in rank and continuing contract. Performance is defined as the fulfillment and growth of the librarian's PPR. The ability to carry out competently and independently the full range of library functions pertaining to the librarian's PPR must be demonstrated and confirmed through assessment by the Librarian's supervisor and Personnel Committee. In addition, certain factors are common to the evaluation of the job performance of every librarian regardless of rank. Factors that may be considered in evaluating the performance of PPR include, but are not limited to, the following:

- Consistency of performance; planning, organization and implementation, and impact of PPR duties;
- Ability to innovate (particularly, development of high quality innovative services); initiative;
- Leadership in addressing current issues and future trends in areas of expertise; effective organizational skills; creative approaches to problem solving; sound judgment and quality of decision making;
- Dependability, accuracy, and the ability to relate job functions to the more general goals of the Libraries and the University; and
- Effective communication skills.

Evidence of growth beyond the minimum requirements of the primary assignment may be indicated by, but is not limited to, the following:

- Evidence of taking on new or more complex responsibilities, e.g., assuming a responsibility at the request of one's supervisor or offering to take on a responsibility which would benefit the department and library.
- Meaningful participation in departmental or library-wide goal setting, e.g. offering constructive suggestions and analysis in meetings; showing willingness to assist in implementation of decisions; active participation in library committees, teams, or other groups; and library initiatives.

- Initiating new projects, procedures, or services which contribute to departmental or library goals.
- Attainment of a specific job-related goal such as:
    - Continuing education activities, e.g., participation in a non-degree program through formal courses;
    - Pursuit or completion of an advanced degree or a certificate;
    - Acquisition of job-related skills, e.g., foreign language, statistical analysis, computer programming, or scripting.

3. Criteria 2 and 3: Service and Scholarly/Creative Work

Evaluations of Service and Scholarly/Creative Work at all levels are based upon criteria established in collaboration with management and the bargaining unit, subject to written approval of the Dean and University Librarian (i.e., Criteria Definitions and Examples, and Sample Progression Timeline, hereafter referred to as the Criteria Tables; see staff portal link. A joint committee of management and no more than three (3) bargaining unit members who will be selected by the Union shall be convened by the Dean and University Librarian or designee to review the Criteria Tables and propose any necessary revisions once every three years, unless otherwise agreed by management and the Union.

When it has completed its review, the joint committee shall provide any proposed changes to the Dean and University Librarian, and to the Union. Any revisions as a result of the joint committee's review shall be subject to the written approval of the Dean and University Librarian prior to any changes going into effect. Any issues identified will be discussed in Labor-Management meetings. Management shall notify bargaining unit members and FAM of any revisions to the Criteria Tables. When a set of criteria changes for a bargaining unit member, the bargaining unit member shall be given the choice whether they want to be evaluated under the then-current Criteria Tables or under the revised Criteria Tables. The bargaining unit librarian shall be responsible for informing Management and the Personnel Committee of which criteria they have chosen for their evaluation through their annual report and/or dossier. The Criteria Tables and all versions still in use will be posted in the Library staff portal.

1. Service: Fulfillment of this criterion is demonstrated by the quality and extent of contributions by making professional knowledge and skills available through service on committees, task forces, and other professional and governance activities in accordance with the Criteria Tables.

2. Scholarly/Creative Activities: Scholarship is represented by achievements that expand the universe of knowledge within the academic library profession and may undergo a process of selection or evaluation by an external peer group, in accordance with the Criteria Tables.

4. Evaluation Materials.

All probationary Librarians must submit a written Annual Report of Professional Activities that addresses the promotion and continuing contract criteria described above based on the previous

calendar year. For probationary librarians and those intending to apply for promotion, the Annual Report of Professional Activities serves as a cumulative document that will provide the framework for their dossier, which is part of their application for continuing contract or promotion. This Annual Report must be submitted by the bargaining unit member no later than January 31 of each year, unless the member and their supervisor agree otherwise.

Each candidate for promotion and/or continuing contract is responsible for compiling a dossier for subsequent review by the immediate supervisor, Personnel Committee, and Dean and University Librarian. The dossier must consist of no more than twenty (20) pages of narrative of accomplishments and a comprehensive CV. Management and the Personnel Committee will determine, create, and publish content guidelines for the dossier. Supplemental materials assembled digitally by the candidate may be submitted in addition to the dossier. The supplemental materials will be available to all persons and bodies making promotion and continuing contract recommendations and decisions, including external reviewers. Any physical supplemental materials will be returned to the candidate after completion of the promotion and continuing contract review process. After submission of all appropriate application materials, Management will package and distribute the application materials as required.

The Personnel Committee shall draft guidelines called Miami University Libraries Annual Report Guidelines about writing the Annual Report that shall be made available to all bargaining unit members. These Report Guidelines must be reviewed and approved by the Dean and University Librarian or designee prior to publication. These Report Guidelines will be reviewed and updated as needed every year. The Personnel Committee will also be in charge of the Dossier Preparation Guidelines on writing the dossier and the application process that are available to all bargaining unit members. The Personnel Committee will review and update this document every year as needed.

5. First and Second Year Reviews.

In the first and second years of the Librarian's probationary period, the Librarian prepares and submits an Annual Report of Professional Activities. The Librarian's immediate supervisor prepares an annual written evaluation as provided in Article 15: Annual Evaluations.

Additionally, beginning in the first year of the Librarian's probationary period, the Librarian's Annual Report is reviewed and evaluated by the Personnel Committee. In these years the Personnel Committee prepares a written review of the Librarian's progress toward promotion and continuing contract, including strengths and weaknesses, and specific recommendations for improvement. The Personnel Committee submits its written review to the performance management system, which is made available to the librarian and their immediate supervisor.

A librarian who disputes errors of fact and/or omissions in an evaluation by the Personnel Committee and/or their supervisor(s) may note them in writing to their immediate supervisor and to the Personnel Committee within ten (10) business days of receiving their evaluation. When possible, the parties will work to address and correct these disputations. Such written disputations are included with the evaluation materials.

6. Third, Fourth, and Fifth Year Reviews for Librarians.

The Personnel Committee and the immediate supervisor shall continue to evaluate probationary bargaining unit members in their third, fourth, and fifth years. In addition to these reviews, probationary bargaining unit members shall be evaluated by the Dean and the Provost.

Dean Review

The Dean and University Librarian writes an evaluation in the Librarian's third, fourth, and fifth years of the probationary period assessing the Librarian's progress toward promotion and continuing contract. When the evaluation of the Dean differs from the evaluations of the immediate supervisor and the Personnel Committee, the Dean must cite the basis for the judgment in the evaluation. The Dean and University Librarian submits its written review to the performance management system, which is made available to the librarian.

Provost Review

The Provost reviews the Annual Report in the third, fourth, and fifth years of a Librarian's probationary period. This evaluation is made available to the librarian, the immediate supervisor, and the Dean and University Librarian.

A librarian who disputes errors of fact and/or omissions in an evaluation by the Dean and/or the Provost may note them in writing to their immediate supervisor and to the Personnel Committee within ten (10) business days of receiving the evaluation. When possible, the parties will work to address and correct these disputations. Such written disputations are included with the evaluation materials.

7. Application Review.

Librarians hired at the rank of Assistant must apply for promotion to the next rank and for continuing contract simultaneously. Librarians hired at the rank of Associate or above must only apply for continuing contract, and may apply for promotion, generally in the sixth year. Consideration for promotion and continuing contract will generally occur in the sixth year of qualifying service. Librarians may only apply for continuing contract once. If the Librarian fails to achieve continuing contract, the Librarian will receive a terminal appointment for the following year. A probationary Librarian may request to extend or waive part of their probationary period as stated in Article 14: Probationary Period.

The promotion and continuing contract cycle begins July 1 of each Academic Year. Those hired after September 30 fall into the promotion cycle for the following year.

In the Sixth Year (unless waived or extended in accordance with Article 14: Probationary Period), Librarians will go through the evaluation process described in this Article upon submission of their dossier. Librarians in their probationary period applying for promotion and continuing contract, and Librarians with continuing contract applying for promotion, must have

the positive recommendation of either the immediate supervisor or the Personnel Committee to qualify for further consideration.

If either the immediate supervisor or the Personnel Committee recommend promotion and/or continuing contract, the dossier will be reviewed by the Dean and University Librarian. If the Dean and University Librarian is going to recommend denying promotion to a Librarian with continuing contract, the Librarian is first informed and may choose to withdraw the application. Librarians must have the positive recommendation of the Dean and University and Librarian for applications to be advanced to the Provost.

The Provost will review the dossier if recommended by the Dean and University Librarian. Those endorsed by the Provost are forwarded to the President for review. Recommendations endorsed by the President are given to the Board of Trustees for final action regarding promotion and/or continuing contract.

8. Promotion for Librarians with Continuing Contract.

Librarians who have continuing contract may apply for promotion in any year, but no earlier than three (3) years after they were last promoted. Librarians should consult with their immediate supervisor and the Dean and University Librarian before making this request. A Librarian with continuing contract who wishes to be considered for promotion in the following Academic Year must submit a letter of intent to their immediate supervisor, Dean and University Librarian, and Personnel Committee by March 15.

9. Application for Promotion and Continuing Contract.

Notice to Probationary Librarians

The appointment letter for probationary Librarians states when the probationary Librarian must apply for promotion and continuing contract. In addition, the Chair of the Personnel Committee shall notify probationary librarians who are due to apply for promotion and continuing contract and their department head by February 15 that they must apply for promotion and continuing contract by June 15, or the following Monday.

External Reviewers

Librarians applying for promotion and/or continuing contract are responsible for assembling and submitting a list of external reviewers as established in the Dossier Preparation Guidelines prior to their application submission. External reviewers are only to review the service and/or scholarly/creative works of those applying for promotion and/or continuing contract.

Dossier and Deadline

Applications for promotion and continuing contract, or for promotion, must be submitted by the Librarian no later than June 15 or the following Monday if June 15 falls on a weekend.

Applications must include the Librarian's dossier and supplemental materials, all of which must be submitted to the online portal.

10. Reconsideration for Promotion and Continuing Contract or Promotion.

A Librarian who receives a negative recommendation at any evaluation step is notified in writing with a Statement of Reasons for the negative recommendation as soon as possible but no later than ten (10) working days from the decision date.

If a Librarian's application for promotion and continuing contract, or for promotion, is denied or does not proceed to the next step, the Librarian may request reconsideration in writing within ten (10) working days of receipt of the Statement of Reasons. Applications for promotion for Librarians with continuing contract may only be considered for reconsideration when they are denied at the Dean and University Librarian level or above.

The decision on reconsideration will be provided to the Librarian in writing within ten (10) working days of receipt of the request for reconsideration. A candidate who receives a negative recommendation following reconsideration shall be notified, in writing, of the decision on reconsideration with a second Statement of Reasons no later than ten (10) working days from the date the request for reconsideration was received.

The original dossier and all documents submitted as part of the negative recommendation and request for reconsideration become part of the Librarian's record.

Article 14: Probationary Period

1. Probationary Period.

New appointments, regardless of initial rank, ordinarily require a probationary period of six (6) years. Visiting appointments do not have a probationary period. Librarians in their probationary period may be subject to non-renewal, at the discretion of management and per University policy.

Written notice of the intent to not renew a Librarian's appointment for the next fiscal year will be provided by the Office of Human Resources no later than April 1 for a probationary librarian. If a probationary librarian does not receive an April 1 letter, then the person is normally entitled to at least a full fiscal year's notice of non-reappointment. This notice will be sent by June 30 preceding the final contract year.

This provision for notice does not preclude the termination of a probationary appointment for cause at any time, in accordance with Article 24: Discipline and Discharge.

2. Credit Toward Probationary Period.

At the sole discretion of the appropriate Dean, or designee, and with approval of the Provost, up to two (2) years of experience at a comparable academic or research library, and experience as a Visiting Librarian at Miami University, may be offered toward the six-year probationary period at the time of hire. The Librarian candidate may choose to accept or reject this credit. This credit must be noted in the Librarian's original appointment letter. Service in a part-time position does not qualify toward the six-year probationary period.

At the request of the Librarian, and with written approval of the appropriate Dean, or designee, and the Provost, this grant of prior credit or a portion thereof subsequently may be rescinded during the probationary period prior to the consideration for continuing contract.

3. Extending the Probationary Period.

Generally, a leave of absence for six months or less will count toward the six-year probationary period unless the Librarian, the appropriate Dean, or designee, and the Provost, agree in writing to an exception at the time the leave is granted.

Upon the Librarian's request, and with the approval of the appropriate Dean, or designee, and Provost, a one-year extension of the probationary period may be granted when a Librarian faces extraordinary circumstances that impacts the Librarian's ability to meet promotional expectations. Librarians and their probationary period will not be adversely impacted by any protected leave.

Normally, only one such one-year extension will be provided during a Librarian's probationary period. A Librarian may, however, request a second extension through the appropriate Dean, or designee, Provost, which shall be granted in the Provost's sole discretion.

4. Requests to Extend the Probationary Period.

All requests to extend the probationary period must be in writing and provided to the Librarian's immediate supervisor. Extensions must be requested within one year of the circumstance giving rise to the request for an extension, and submitted prior to submitting the Librarian's application for promotion and/or continuing contract.

Each written request to extend the probationary period may be accompanied by supporting letters, documents, and/or certifications. Sensitive and/or confidential records will be maintained appropriately by the University.

The extension of the probationary period for a librarian has no bearing on the continuing contract and/or promotion decision other than in its timing. Expectations for continuing contract and/or promotion for a probationary librarian granted an extension remain the same as expectations for a probationary librarian evaluated within the standard probationary period.

5. Waiving the Probationary Period.

In extraordinary circumstances, the Provost, upon recommendation of the appropriate Dean or designee, may recommend waiver of the probationary period and continuing contract for a person being initially appointed to the rank of Associate Librarian or Principal Librarian upon hire.

After consultation with the Personnel Committee and their direct supervisor, and with the approval of the Appropriate Dean, a librarian may waive part of their probationary period and apply for promotion and/or continuing contract before their sixth year in accordance with Article 13: Promotion & Continuing Contract.

Article 15: Annual Evaluations

1. Bargaining unit members will be reviewed by their supervisor at least once per year in accordance with University policies governing annual evaluation of unclassified staff.

2. Librarians will be reviewed and evaluated on their performance of their PPR, service, and scholarship. The primary purpose of the evaluations is to guide the professional development of the bargaining unit member, particularly in their progress in attaining continuing contract when in their probationary period. As such, performance evaluations shall include strengths and areas for improvement with specific recommendations for improvement.

3. Librarians in their probationary period shall submit an Annual Report of Professional Activities and shall be evaluated in accordance with Article 13: Promotion & Continuing Contract via the Human Resources Information System (HRIS) used by the University, or a similar tool approved by Human Resources.

4. Non-probationary bargaining unit members may submit either an annual self-evaluation or may submit an Annual Report of Professional Activities via the HRIS used by the University, or a similar tool approved by Human Resources. The Annual Report may document only one year of professional activities, or may be cumulative.

5. The self-evaluation or annual report must be submitted by the bargaining unit member no later than January 31 of each year, unless the bargaining unit member and their supervisor agree otherwise. If a supervisor and bargaining unit member agree to extend the bargaining unit member's self-evaluation deadline, the supervisor shall automatically get an extension for an equivalent number of days to submit the supervisor's evaluation for that bargaining unit member. The supervisor's evaluation form shall be submitted no later than March 1 of each year, unless the bargaining unit member and their supervisor agree otherwise or the supervisor receives an automatic extension by agreeing to extend a bargaining unit member's self-evaluation deadline as described above.

Article 16: Compensation

I. Base Compensation

A. Annual Increases

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

July 1, 2026	3.0%
July 1, 2027	2.5%
July 1, 2028	2.5%

Bargaining unit employees will be entitled to receive the above increases to their individual base salaries for FY2026-2027 effective the later of (1) July 1, 2026; or (2) the first pay period after the date both parties ratify the Agreement. For example, if both parties ratify the Agreement by July 15, 2026, the FY2026-2027 salary increase will be effective August 1, 2026, to be paid on August 31, 2026.

If the University's Board of Trustees approves a general merit increment pool of more than 2.5% for full-time non-bargaining unit employees of the University effective July 1, 2027 (for the 2027-2028 academic year) and July 1, 2028 (for the 2028-2029 academic year), the percentage difference between the general merit increment pool and the 2.5% increase referenced above will be designated as a merit pool for bargaining unit Librarians. Bargaining unit Librarians shall not be eligible for any super merit pool approved by the Board of Trustees for full-time non-bargaining unit employees. 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 Librarians who are promoted to a higher rank on or after the date of ratification of the Agreement shall receive a one-time increase to their base salary, effective on the date of the bargaining unit Librarian's promotion, under the following calculations:

1) A Librarian promoted to Associate shall receive an increase of $6,500.00 to their base salary;
2) A Librarian promoted to Principal shall receive an increase of $9,500.00 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. Discretionary Retention Offers

The University may, in its discretion, offer individual bargaining unit members salary

adjustments for retention purposes. These increases are not subject to the grievance procedure or bargaining.

II. 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.

The University may, in its sole discretion, provide bargaining unit Librarians with awards or recognitions that may include a financial benefit. The Parties agree that any such decisions shall not be subject to the grievance or bargaining process.

III. Pay Schedule

The University shall pay all bargaining unit Librarians in accordance with the University pay schedule.

IV. 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.

Article 17: Benefits

The Union agrees to accept the Benefits Article FAM-T and the University agree to during current 2026, ongoing negotiations for a successor contract between FAM-T and the University, which shall be incorporated by reference in the Librarian Collective Bargaining Agreement (except for any verbiage changes needed to make the Librarian Collective Bargaining Agreement accurate and grammatically correct) and except that Article 17, Section E from the current Librarian Collective Bargaining Agreement (set forth below) shall remain current contract language. The Professional Development provision from the Benefits Article FAM-T and the University agree to during current 2026, ongoing negotiations for a successor contract between FAM-T and the University shall not apply to or be included in the Librarian Collective Bargaining Agreement.

E. Retirement Benefits

Bargaining unit Librarians shall be entitled to participate in the Ohio Public Employees Retirement System (OPERS), 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.

At the time of hire, bargaining unit Librarians may elect to participate in the Ohio Alternative Retirement Plan (ARP), rather than the OPERS, 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 Librarians 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 OPERS plan.

Article 18: Sick Leave

Sick leave is the authorized absence of a Librarian from regular duties because of illness, injury, pregnancy, exposure to contagious disease, family health situations requiring attendance of the Librarian, health care appointments, and death in the immediate family. Immediate family members include the Librarian's mother, father, brother, sister, biological or adopted child, stepchild, spouse, 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 Librarian as a child, and other persons for whom the Librarian is legally responsible.

Each full-time bargaining unit Librarian earns fifteen (15) days of sick leave per contract year. Unused sick leave entitlement is cumulative without limit.

1. Reporting Absences

Librarians are expected to report an absence promptly when normal duties cannot be performed and sick leave is being used. A consecutive period of sick leave use includes all days an individual is normally expected to work, whether or not the individual has scheduled responsibilities.

Use of accrued sick leave days must be reported on a monthly basis, and the report must be approved by the supervisor. Sick leave is used in increments of one-half day (reported in hourly increments) and one full day for absences of more than a half-day. A maximum of five (5) days of sick leave may be used for the death of an immediate family member. Bargaining unit librarians may use additional paid leave time (sick or vacation) beyond the five (5) days granted above, upon approval of their supervisor, for bereavement purposes.

Should a bargaining unit librarian not have any paid leave time available for bereavement purposes, the bargaining unit member should notify their immediate supervisor to discuss potential options, which may include the use of appropriate paid leave in advance of accrual or another form of leave as appropriate.

The University may require appropriate evidence for the use of sick leave.

2. Extension of Sick Leave

In the event a Librarian exhausts their accumulated sick leave because of an extended illness, the Librarian may be retained on the payroll for an additional period of time if recommended by the supervisor, appropriate Dean, and approved at the discretion of the Vice President. Consideration of such requests shall include years of service, extent of illness, and/or other extenuating circumstances.

3. Transfer/Cash Out of Sick Leave

The transfer and cash out of sick leave upon retirement or separation of employment shall be in accordance with applicable Ohio law.

Article 19: Vacation

Full-time bargaining unit Librarians earn a maximum of 22 days of vacation per fiscal year. Unless on an otherwise approved leave, Librarians must use vacation leave to cover time away from work.

Bargaining unit Librarians, who begin work (as reflected by the payroll) before the 16th day of any month, will earn the full vacation accrual for that month. Bargaining unit Librarians whose last day of work is before the 16th of any month will not earn vacation for that month. Vacation days do not accrue during a leave of absence without pay.

Vacation is used in increments of one-half day (reported in hourly increments) and one full day for absences of more than a half-day. Requests for vacation shall be made in accordance with departmental policy. All vacation leave must be approved in advance by the Librarian's supervisor, when possible.

A bargaining unit Librarian may accrue a maximum vacation balance of fifty-two (52) days. Librarians will not accrue and will forfeit vacation in any month while the balance is at the maximum permitted. Librarians will earn a partial accrual in any month where the full accrual would result in a balance greater than the maximum permitted.

Vacation day use will not be charged against days not scheduled to work or University recognized holidays, or winter closure days (see Article 21: Leaves and Other Time Off Work).

Upon retirement, termination, or death, the Librarian or their estate shall be compensated at the final rate of pay for unused vacation to a maximum of forty (40) days. Days are rounded to the nearest half or whole day. Compensation shall be paid within ninety (90) days of retirement, termination, or death.

Vacation time may not be used to extend University benefits coverage.

Article 20: Professional Improvement Leaves

1. Professional Improvement Leave.

All bargaining unit members are eligible for Librarian Professional Improvement Leaves (LPILs), which provide for time away from professional responsibilities to pursue professional growth and development activities. Professional improvement activities normally involve research or service activities, professional development, or formal or informal training. Normally, approval will not be granted for the purpose of pursuing a degree.

LPILs may be taken either during the Winter or Summer term for up to the full length of either term. With management approval and on a case-by-case basis, the University may permit a LPIL outside of the Winter or Summer term.

2. Eligibility.

All Librarians in a continuing contract or continuing contract-eligible position are eligible to apply for LPILs. If approved, bargaining unit librarians in their probationary period are eligible to take one LPIL during their probationary period. Once a bargaining unit librarian has achieved continuing contract, if approved, the librarian is eligible to take one LPIL every seven (7) years.

3. Compensation and Benefits.

During the LPILs, bargaining unit librarians will continue to receive all regular wages and benefits to which they would have been entitled if not on leave. Any travel-related costs will not be paid by the University, however a Librarian may choose to cover such costs from their available professional development funding or other external funding.

Librarians receiving a LPIL are obligated to remain employed at Miami for one full semester after taking the LPIL. If a person chooses not to return to Miami during the ensuing academic term, the bargaining unit member must refund to the University compensation equal to that received during the LPIL.

4. Application and Approval.

Bargaining unit librarians interested in applying for a LPIL must submit a written application to their supervisor/department head. Each application for LPIL must include:

- Applicant's name, rank, and year rank was attained
- Dates of the anticipated leave
- Dates and year of previous LPIL, if applicable
- Purpose for the requested leave
- Activities anticipated with timeline
- Value of the leave to the applicant, Libraries, and the University

Applications approved by the librarian's supervisor/department head must be submitted to the appropriate Dean by November 1 of the calendar year preceding the requested leave. The appropriate Dean's Office will submit applications to the appropriate Human Resources office for recordkeeping and compliance purposes.

Approval of LPILs is at the discretion of management, but will not be unreasonably denied. LPIL's will not be modified after approval except due to unforeseen or extraordinary circumstances.

Prior to approval, a librarian may withdraw their application for Librarian Professional Improvement Leave at any time. After approval, a bargaining unit member may withdraw their application in consultation with and with approval from management. After approval, Librarians must notify management as soon as possible if anything will impact the Librarian's ability to use the approved LPIL.

Upon return from LPIL, bargaining unit librarians must prepare a full report of the results of the leave to the department head, Dean and University Librarian, and Dean of the Regional Campuses, if appropriate, within ninety (90) days of the completion of the LPIL.

Article 21: Leaves And Other Time Off Work

1. University Holidays

Bargaining unit Librarians are entitled to the following paid holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day/Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. State statute permits the designation of certain holidays to be observed on days other than when they are observed by the rest of the state. The University's annual holiday schedule reflects these changes.

The University will accommodate religious observances of bargaining members in accordance with University policy and applicable law.

If a holiday (or its observance) occurs when the bargaining unit member is on sick leave, leave with pay, or vacation, the employee will be paid for the holiday with no loss of accrued leave.

2. Family and Medical Leave

The University will offer unpaid leave to eligible full-time bargaining unit Librarians with qualifying conditions in accordance with the Family and Medical Leave Act and University policy. Bargaining unit Librarians must request family medical leave in writing and submit the request to the Office of Human Resources. The University must provide a medical certification form, when applicable, in which case the completed medical certification must be received in the Office of Human Resources prior to approval of the leave whenever possible.

Bargaining unit Librarians must utilize their leave balances while on FMLA leave. If a bargaining unit Librarian 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 Librarians 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 and 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.

3. Military and Court Leaves

Eligible bargaining unit Librarians 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.

4. Parental Leave

The University will provide benefit-eligible bargaining unit Librarians 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 member to take custody of an adopted child, in accordance with University policy. The purpose of Parental Leave is to provide a period of recovery from childbirth for the birth parent; and a period of time for parents (birth, non-birth and parents) to care for and bond with the newborn or newly-adopted child. Bargaining unit Librarians may take up to three (3) months of additional parental leave on either the full or half-time basis.

All requests for leave under this policy should be made as far in advance as possible, but generally not less than thirty (30) days before the leave commences and must be in writing and submitted to the Office of Human Resources.

All parental leave will run concurrently with leave granted under the FMLA (See Section 2, above) to the extent the bargaining unit Librarian is eligible for FMLA.

5. Unpaid Personal Leave

Full-time bargaining unit Librarians shall be eligible for unpaid personal leave to make a public service contribution; to accept a fellowship, research, or visiting appointment at another institution; to pursue a program of formal study; or for personal or health reasons in accordance with University Policy. All requests for unpaid personal leave must be approved by management. 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 Librarian may elect to continue group health insurance coverage at their own cost.

Applications for leave pursuant to this Section 5 should be made as far in advance as possible. Such leaves shall be granted at the University's sole discretion and in accordance with University policy.

6. Jury Duty and Witness Testimony

Bargaining unit Librarians serving jury duty are entitled to leave with pay. The bargaining unit Librarian must submit a request for leave to their supervisor and the Office of Human Resources for approval. A copy of the summons for jury duty must be attached to the request. Bargaining unit Librarians are required to return to work any day they are excused by the court for a period greater than four (4) hours.

Bargaining unit Librarians subpoenaed to testify as a non-expert witness in a court action to which they are not a party will be granted paid leave to testify.

Article 22: Professional Development and Reimbursement for Travel

1. The Dean and University Librarian will decide how much funding will be considered along with other budgetary priorities that may arise. However, a minimum of $32,000.00 will be designated for the professional development of bargaining unit members by the Dean and University Librarian and will be distributed to a professional development committee each year, provided the University Libraries has funds available to designate for professional development purposes. Any funds remaining at the end of the fiscal year will not roll over to the next fiscal year. This committee will determine what professional development needs exist, decide on priorities, allocate University Libraries funds accordingly, and must approve that expenditures meet the requirements below and do not exceed the allocation. This committee will make every reasonable effort to approve development opportunities for probationary Librarians.

   The funds described above do not preclude the disbursement of additional funds to benefit the Libraries and librarians through internal or external sources, including but not limited to: dean's discretionary funding, grants, special purpose/project funds, or donor funding. This also does not preclude the University Libraries' administration from using additional professional funds/activities for Librarians as a recruiting or retention tool.

2. Professional Development funds may be used for the following purposes:
   a. Professional and skill development courses, including tuition, fees, and materials.
   b. Conference and special program attendance costs, such as admission fees.
   c. Related travel, including transit, lodging, and per diem allotments.
   d. Membership fees for professional organizations.
   e. Additional uses as determined by a professional development committee with approval of the Dean and University Librarian.

3. The University shall reimburse members of the bargaining unit for travel expenses incurred during approved University business, including transportation, lodging, meals, and incidentals, consistent with University policies on travel reimbursement.

Article 23: Individual And Departmental Purchasing Cards

1. The University Libraries maintains multiple Departmental P-Cards. Librarians may request the ability to use a Departmental P-Card for appropriate work-related business purposes.

2. With management approval, bargaining unit members whose PPR duties necessitate the use of an individual purchasing card may apply for an Individual Business Purchasing Card (hereafter referred to as individual P-Card) in accordance with University policy.

3. After completing the training and application requirements, including obtaining all required signatures, all bargaining unit members' application for a P-Card shall be forwarded to Accounts Payable, regardless of type, in accordance with University policy. An individual's P-Card may be revoked or not renewed based on University business need.

Article 24: Discipline And Discharge

Disciplinary Standards

1. Consistent with the terms of this Agreement, the University has and retains the right to discipline bargaining unit members in accordance with applicable University policies, procedures, rules, and regulations, up to and including termination of the employment relationship.

2. The University shall not discipline or discharge any bargaining unit member without just cause.

3. The University is committed to the use of progressive discipline. Disciplinary action shall be proportional to the nature and severity of the offense, noting that when the severity of the alleged offense or bargaining unit member's history of discipline warrants a deviation, it is in the University's discretion to do so. Appropriate disciplinary action may constitute any of the following, without limitation: oral or written warning (not placed in the personnel file), written reprimand, suspension with or without pay, demotion, reduction in pay, and/or termination of a bargaining unit member's employment prior to the expiration date of any employment or continuing contract. Under certain circumstances, suspension without pay, demotion, reduction in pay, or termination may be an appropriate initial disciplinary action.

4. Absent emergency circumstances, disciplinary action or proceedings shall be initiated within thirty (30) calendar days after the University concludes its investigation of the allegations forming the basis of the charges, excluding days which the University is closed.

5. Bargaining unit members are required to cooperate and provide truthful information in the University's investigation of any allegations of misconduct.

Predisciplinary Hearings

6. Prior to implementation of any suspension without pay, demotion, reduction in pay, or termination, bargaining unit members will be provided with a predisciplinary hearing administered by the Office of Human Resources.

    a. The purpose of the predisciplinary hearing is to provide the bargaining unit member an opportunity to respond to the allegations against them.

    b. Prior to the implementation of discipline, bargaining unit members will be provided with a written Notice of Proposed Discipline. The Notice of Proposed Discipline must include information regarding the basis for discipline in sufficient detail to disclose the reasons and basis for the proposed discipline and a statement that the Librarian is presumed not responsible until a final determination has been made at the conclusion of the disciplinary process. The pre-disciplinary hearing

will be conducted at a date and time that allow at least seven (7) calendar days from the Librarian's receipt of notice. The hearing date, time, and place shall be scheduled by management. The bargaining unit member or the Union may request an initial postponement of the predisciplinary hearing of up to seven (7) calendar days, which shall be granted. Further postponements shall only be granted at the University's discretion. Subsequent postponements shall be for no more than an additional seven (7) calendar days.

c. Bargaining unit members have the right, upon request, to be accompanied by a Union representative during the predisciplinary hearing, provided that the unavailability of a Union representative shall not delay the predisciplinary hearing, except as set forth in Section 6.a above. The Notice of Proposed Discipline shall inform the bargaining unit member of this right.

d. Hearing procedures shall be in accordance with University policy on Interim Disciplinary Procedures applicable to unclassified staff.

e. The employee, their Union representative, and necessary witnesses shall suffer no loss of pay as a result of time spent attending predisciplinary hearings.

f. Within fourteen (14) days following the predisciplinary hearing, the bargaining unit member and the Union will be given written notice of any disciplinary action to be imposed.

g. Bargaining unit members may agree to waive this predisciplinary hearing and such waiver must be in writing and provided to the University. The bargaining unit member shall copy the Union on this notice.

h. These disciplinary procedures as described in this Section 6 do not apply to written warnings/reprimands, performance appraisals/evaluations, merit salary increases (or lack thereof), failure to promote or appoint to another position, or non-renewals of annual appointments within the probationary period.

7. A paid interim suspension may be imposed by the Office of Human Resources in accordance with the University's Interim Disciplinary Procedures. When such action is taken, the University will hold the predisciplinary hearing referenced in Section 6 as expeditiously as possible following the suspension, and in any case no more than thirty (30) days following the suspension unless an extension is agreed to by the parties in writing. The University will provide notice to the Union within 48 hours of a bargaining unit member's suspension pursuant to this Section.

8. Grievances relating to suspension, demotions, reduction in pay, or termination may be initiated at Step Three of the grievance procedure of Article 25: Grievance and Arbitration.

9. Disciplinary records shall be maintained in a bargaining unit member's personnel file unless and until such discipline is vacated through the grievance and arbitration procedure, including any subsequent appeals therefrom.

10. This Article shall supersede any policy or procedure related to discipline and discharge referenced in the University's Librarian Appointment, Retention, and Promotion System (LARPS).

Article 25: Grievance And Arbitration

1. Definition and Scope

A "grievance" is an allegation by the Union or by one or more bargaining unit members that there has been a violation involving the interpretation or administration of an Article(s) and Section(s) of the Agreement. The Union and Librarians agree this Article is the exclusive procedure applicable to alleged violations of this Agreement, including disciplinary action taken against Librarians, and waive the right to any alternative procedure unless expressly provided for herein or by applicable law. Nothing in this Article is intended to prevent a bargaining unit member from filing a claim of unlawful discrimination, harassment, or retaliation with any administrative agency or court of competent jurisdiction.

A Librarian who files a grievance or otherwise participates in the grievance process shall not be subject to discipline, reprisal, and/or retaliation because of such participation.

2. Grievance Procedure

The following sets forth the grievance procedure under this Agreement. Nothing prohibits the parties from discussing issues and working toward informal resolution, at any step in the procedure, if they so desire. If an informal resolution is reached at any step of the process set forth in this Article, the parties will document the resolution in a signed writing. A Union representative may be present at any meeting at any step of the grievance procedure set forth in this Article.

Steps of the grievance procedure may be waived or modified in writing and by mutual agreement of both parties. The Union and/or grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated. Where more than one grievance involves similar issues, the parties may agree to consolidate the grievances prior to arbitration.

STEP ONE

Within thirty (30) calendar days of the occurrence giving rise to the grievance, the Union or Librarian shall present a grievance in an informal writing to an Associate Dean. The Associate Dean or designee will investigate the grievance as they deem appropriate and respond in writing to the Union and grievant within twenty (20) calendar days. The Librarian and/or Union and the Associate Dean or designee may meet to discuss if mutually agreeable at a mutually agreeable time and place. Unless the parties agree otherwise, settlements at this step shall be made without precedential effect.

STEP TWO

If the grievance has not been resolved at Step One, the Union or grievant shall reduce the grievance to a formal writing, stating the facts and listing the Articles and Sections of the Agreement upon which the grievance is based, and stating the remedy sought, and submit the written grievance to the Dean of University Libraries or their designee within twenty (20) calendar days of receipt of the University's Step One response. The Dean of University Libraries or designee will have twenty (20) calendar days following the receipt of the written grievance to

investigate the matter as they deem appropriate, meet with the grievant and/or Union to discuss the matter and submit a written response to the grievant and Union. The Union may appeal the grievance to the next step within twenty (20) calendar days of the University's denial.

STEP THREE
If the grievance has not been resolved at Step Two, the Office of Human Resources will meet with the Grievant and/or Union representative to attempt to resolve the grievance within twenty (20) calendar days of the appeal to this step. The Parties will meet at a mutually agreeable time and place. The University shall, within twenty (20) calendar days of the meeting, present the Union with a written response.

3. Time Limits

Any extension to the time limits set forth herein must be made by written agreement of the parties and will not be unreasonably denied. Should the University fail to respond at any step within the timeframes contained in this provision, the grievance will be deemed denied and the Union may proceed to the next step in the procedure. No timeframe shall be binding on the Union until a required response is given.

For purposes of computing times under this Article, dates on which the University is closed shall be excluded.

4. Mediation

In the event that the parties cannot resolve the grievance at Step Three, before the grievance has been appealed to arbitration, the Union and the University may, by mutual consent, contact the Federal Mediation and Conciliation Service ("FMCS") for grievance mediation. Mediation shall be confidential and nothing discussed or presented during mediation shall be used as evidence at any future arbitration of the grievance. All time limits shall be suspended while mediation is pending. The Union and the University shall share equally in any mediation costs. If the mediation takes place during the Grievant's work hours, and/or during the Union representative's work hours if the Union representative is an employee of the University, the Grievant and/or Union Representative shall not suffer any loss of pay or benefits to attend the mediation.

5. Arbitration

a. If the grievance has not been resolved at a previous step or through Mediation, if selected, then within twenty (20) calendar days of the receipt of the written response from Step Three or failure of Mediation, the Union, but not the Librarian, has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party by submitting written notice to the Office of Human Resources of its intent to submit the grievance to binding arbitration. The Union must also submit notice of intent to arbitrate to the FMCS. Failure by the Union to request arbitration within twenty (20) days of a denial will result in the grievance being denied and the right to arbitration is deemed waived.

b. The parties shall have the right to mutually agree upon the arbitrator, but in the event they cannot so agree within twenty (20) calendar days of receipt of the above notice, the parties shall notify the FMCS of their intent to arbitrate a grievance. FMCS shall submit a panel of seven (7) arbitrators to each Party, each of whom shall be members of the National Academy of Arbitrators. Within (10) calendar days following receipt of a list of arbitrators from FMCS, if the arbitrator is not selected by mutual agreement, each party shall alternately strike a name until one remains. Which party strikes first shall be determined by a random method such as the flip of a coin, or may be determined in another way if the parties so agree. The person remaining shall be the arbitrator. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. The selection of the arbitrator and conduct of arbitration shall be in accordance with FMCS's then-applicable rules of procedure. Nothing herein shall prohibit either Party from requesting one additional panel of arbitrators if they so desire, at the party's own expense.

c. All decisions of the selected arbitrator shall be final and binding on the University, the Union, and all relevant members of the Librarian bargaining unit.

d. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement or modify any procedures (including any time limits) set forth herein.

e. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator, and the arbitrator shall have no authority to determine any other issues not so submitted to them.

f. The arbitrator shall have no jurisdiction or authority to issue an award that changes, modifies or restricts any action taken by the University with respect to the exercise of management rights under Article 6 of this Agreement, and shall have no authority to substitute their judgment for that of the University regarding decisions involving evaluation of service and scholarship of Librarians, other than grievances alleging that there was a procedural violation in making such decision(s) or that such decision(s) otherwise violated another Article of this Agreement.

g. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to their hearing and deciding the merits of the case.

h. In disciplinary cases, evidence of all relevant prior offenses and misconduct shall be deemed admissible.

i. The cost of the arbitration shall be borne equally by the parties, including the arbitrator's fees and expenses and the cost of the hearing room. Each party shall pay its own individual expenses, including transcripts and the fees and reimbursement of its representatives and witnesses.

j. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing, unless the parties agree otherwise.

k. No recordings may be made of the hearing, except as needed by the preparer of a transcript.

l. If the arbitration takes place during the Grievant's work hours, the Grievant shall not suffer any loss of pay or benefits to present testimony at the arbitration.

m. Four (4) calendar days prior to the hearing, the parties shall exchange the names of all witnesses to be called, and all exhibits to be introduced, during their case in chief.

Article 26: Credit-Bearing Courses

1. Unless assigned as part of the Librarian's PPR, Librarians' job duties do not include being the instructor of record for credit-bearing courses or holding the equivalent status in practice. Bargaining unit members must request and obtain permission from their immediate supervisor(s) before accepting an offer to teach a credit-bearing course. This request must include a description of the duration of the work assignment and the hours per week the work is expected to take (both in-class teaching and out-of-class work).

2. Nothing in this Agreement prohibits a Librarian from accepting work as an instructor of record for credit-bearing courses or holding the equivalent status in practice.

   Unless the Librarian's supervisor and the Appropriate Dean otherwise agree, any work performed as an instructor of record is conducted outside of the Librarian's assigned job duties and standard work day. Bargaining unit members and their supervisors may mutually agree to incorporate the work into the bargaining unit member's normal expected working hours, or may agree to a flexible work arrangement for the duration of the work. Flexible work arrangements must meet the business needs of University Libraries.

   The University shall not discipline or take adverse action against any bargaining unit member for their decision to accept or refuse an offer to teach a credit-bearing course, provided that serving as instructor of record or holding the equivalent status in practice does not interfere with or prevent the Librarian from satisfactorily performing their assigned job duties.

3. The University will not require the inclusion of any student evaluations from work conducted under Section 2 of this Article in a bargaining unit Librarian's annual reports or dossiers, including as supplemental materials.

Article 27: Personnel Committee

1. Purpose of the Personnel Committee.

The Personnel Committee is a standing advisory committee that serves as the Libraries' promotion and continuing contract committee. The Personnel Committee conducts objective and thorough review of probationary librarians' promotion- and evaluation-related documents. Librarians seeking promotion to Principal Librarian shall have their documents reviewed by an Ad-Hoc Personnel Committee as described in Section 4 of this Article.

2. Membership of the Personnel Committee.

Membership of the Personnel Committee consists of five (5) librarians holding continuing contract and the rank of associate librarian or principal librarian. Two members of the Personnel Committee are elected from the Oxford campus, one is elected from the Regional Campus libraries, and two members are appointed by the Dean and University Librarian subsequent to elections. The Dean and University Librarian or designee convenes the Personnel Committee and serves as a non-voting ex-officio member of the Personnel Committee, who shall coordinate the administrative functions on behalf of the committee. Members who are active Librarians and remain in good standing shall serve staggered three-year terms.

A quorum shall consist of the majority of the full voting membership of the committee. If at any point the active membership drops below the quorum of the full committee (due to conflict of interest or extenuating circumstances), the Dean or designee shall invite a librarian(s) to substitute for a limited term to achieve quorum.

3. Conflicts of Interest.

Committee members with conflicts of interest or extenuating circumstances may be recused from participation in Committee activity(ies) at the discretion of the Dean and University Librarian or designee.

Librarians who supervise other librarians are ineligible to serve on the committee, unless an inadequate number of non-supervisory librarians are eligible to serve. No librarian shall be reviewed by anyone in their supervisory chain; supervisors in such instances shall recuse themselves. A non-supervisory librarian serving on the committee who is temporarily or permanently promoted into a supervisory position shall immediately be removed from the committee upon their promotion.

If a committee member becomes ineligible or is otherwise unable to serve, they shall be replaced for the remainder of their committee term by either special election or appointment, depending on their original method of selection.

Applications for continuing contract and/or promotion are reviewed by Librarian committee members with continuing contract at a rank equal to or higher than the rank sought.

4. Ad-Hoc Personnel Committee for the Review of Applications to the Rank of Principal Librarian.

Should a librarian apply for the rank of Principal Librarian, the Dean and University Librarian or designee shall convene an Ad-Hoc Personnel Committee consisting of no fewer than three (3) Principal Librarians to review application materials; this committee may include bargaining unit members as well as supervisory employees. This committee shall be disbanded after completing the evaluation of the candidate(s).

In addition to the voting members described above, the Dean and University Librarian or designee will serve as an ex officio non-voting member of the Ad-Hoc Personnel Committee, who shall coordinate the administrative functions on behalf of the committee. A quorum shall consist of the majority of voting members serving on this committee.

Section 3 on Conflicts of Interest shall also apply to the Ad-Hoc Committee under this Section.

Article 28: Committee Procedures

1. Library Committees.

Membership on library committees may be assigned in four ways: (1) election; (2) appointment; (3) volunteering; or (4) as assigned in a bargaining unit member's Primary Professional Responsibilities (PPR). Any given Library committee may have members assigned by one or more of the methods described above.

Information about all Library committees will generally be listed in the Library Staff Manual. Information will typically include the committee's charge or purpose, the duration of the committee terms, member assignment method, and the current chair(s) and member rosters with their current terms of service.

Library committees may be created or dissolved at the discretion of management. The Union shall be notified as soon as possible of the creation of any committee that may include bargaining unit members in its roster. The Union and any bargaining unit members serving on a dissolved committee shall be notified as soon as practicable.

The Personnel Committee is addressed in Article 27.

2. Membership by Election.

Where committee membership is assigned by election, a call for nominations or self-nominations will be announced to bargaining unit members at least two weeks in advance of the election being held, when feasible.

3. Membership by Appointment.

Membership on a library committee by appointment shall be at the discretion of management. When committee membership is assigned by appointment, a call for nominations or self-nominations may be announced to bargaining unit members at least two weeks, when feasible, in advance of the appointment being made. All nominees and self-nominees will be considered for the appointment.

4. Membership as Assigned by PPR.

Membership on a library committee as assigned as PPR shall be at the discretion of management.

5. Library Committee Appointment Terms.

A bargaining unit member's committee service will cease at the end of their term. They may seek re-nomination or reappointment for an additional term, if so desired. Bargaining unit members for whom service on a particular committee is part of their PPR will cease service on the committee when the assignment is removed from their PPR.

6. Non-Library Committees with Appointed Members.

Where membership to University committees and other external committees (such as OhioLINK) is assigned by appointment, the Dean will have discretion in making appointments for these committees, including but not limited to bargaining unit Librarians. When committee membership is assigned by appointment, a call for self-nominations may be announced to bargaining unit members at least two weeks, when feasible, in advance of the appointment being made. All nominees including self-nominees will be considered for the appointment.

Article 29: Intellectual Property And Copyright

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

Article 30: Union Access To Information And Facilities

1. **Access to Bargaining Unit Information.**

The University will provide the Union, at its request, with access to the following information regarding bargaining unit members, to the extent it is available and/or maintained by the University, at no cost to the Union and in a mutually agreeable format:

- name;
- mailing address;
- email address;
- phone number;
- library department and campus;
- rank;
- continuing contract status;
- gender;
- race and ethnicity;
- hire date;
- base salary; and
- leave status.

The Union may request the above information no earlier than August 1 for the current fiscal year.

In addition, the University will notify the Union of approvals and denials of promotion and/or continuing contract no later than June 1.

2. **Orientation.**

The Union may contact newly hired bargaining unit members to request a meeting after the completion of the Office of Human Resources Management's new hire orientation.

3. **Use of Facilities.**

The University will allow the full-time use of a designated office space of standard and/or customary size and on the Oxford campus, to be utilized by the Union. The Union shall have full responsibility to furnish, equip and maintain its designated space, as well as for all charges related to such equipment, including telephones, printers and computer equipment. The Union will observe all established University rules and regulations, including University Libraries policies, related to use of facilities. Miami Police at the Police Services Center will have access to the space for security purposes only. The Union agrees that it will indemnify and hold the University harmless from any action commenced against the University arising out of the Union's maintenance and/or use of its designated space pursuant to this Section.

The Union may also request the use of University academic and/or library facilities for the purpose of conducting meetings or other Union-related business, as well as services related to use of the facilities, where available. The University will permit the Union to use such facilities and/or services on the same terms, including all customary fees and charges, as other non-student campus organizations. The University reserves the right to add or modify customary fees charged for the use of rooms, at its discretion, in accordance with University policy and University Libraries policies. Such facilities and/or services may be reserved in the name of the Union or by individual bargaining unit members, stating in the reservation that the reservation is made on behalf of the Union. The Union agrees to comply with all University policies and University Libraries policies regarding the use of University facilities and/or services.

Article 31: No Strike / No Lockout

1. During the term of this Agreement, the Union shall not directly or indirectly sanction or authorize any strike (including a sympathy strike), slowdown or work stoppage, boycott, picketing, stay-home, or other similar interruption or interference of the work or normal operations of the University. The Union, its representatives, and bargaining unit members shall not authorize, instigate, cause, aid, encourage, ratify, threaten, condone, participate in or assist in any way any such actions. Any violation of this provision is proper cause for disciplinary action, including discharge in the University's sole discretion.

2. The Union shall at all times cooperate with the University in continuing operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the Union shall immediately notify all bargaining unit Librarian members that the strike, slowdown, work stoppage or other interference with University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall immediately advise members of the bargaining unit to return to their duties at once.

3. The University agrees it shall not lock out any Librarian bargaining unit members covered by this Agreement.

4. Other than the question of whether a bargaining unit Librarian member engaged in any conduct that is prohibited by this Article, no discipline or discharge issued as a result of violation of this Article shall be subject to the Grievance and Arbitration procedure.

Article 32: 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, 2029.

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.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party has caused this Agreement to be executed by the hand of its proper officer or officers.

MIAMI UNIVERSITY

By: _____
Greg Crawford, President

By: _____
Mary Schell, Chairperson, Board of Trustees

By: _____
Trent Gould, Provost and Executive Vice President of Academic Affairs

By: _____
David Creamer, Sr. Vice President for Finance and Business Services

By: _____
Jessica Palatka, Chief Human Resource Officer. Vice President

Date: 10/21/2026

FACULTY ALLIANCE OF MIAMI AAUP/ AFT

By: _____
Theresa Kulbaga, President, FAM-AAUP-AFT

By: _____
Rachel Makarowski, Vice President of Librarians

By: _____
Ginny Boehme, Lead Negotiator and Grievance Officer

By: _____
Jerry Yarnetsky, Treasurer

Date: 10/02/26