

MEMORANDUM OF UNDERSTANDING REGARDING UNCHANGED PROVISIONS

The University of Toledo (“University”) and the University of Toledo Chapter of the American Association of University Professors (“UT-AAUP”), are in the process of negotiating the following Collective Bargaining Agreements (“CBA’s”):

- CBA between the University and the UT-AAUP, Lecturers, effective July 1, 2018 through June 30, 2021;
- CBA between the University and the UT-AAUP, Lecturers, effective July 1, 2021 through June 30, 2022.

By signing this agreement, the parties tentatively agree to continue with the language in the prior agreements.

- Article 2 Recognition and Description of the Bargaining Unit
- Article 3 Non-Discrimination
- Article 4 Management Rights
- Article 5 Faculty Rights and Responsibilities
- Article 6 Conflict of Interest
- Article 7 Academic Governance
- Article 8 Appointment, Rank & Assignment
- Article 10 Institutional Environment
- Article 15 Corrective Action
- Article 16 Grievances
- Article 17 No Strike/No Lockout
- Article 18 UT-AAUP
- Article 19 Entire Agreement
- Article 20 Separability
- Article 21 Labor Management Meetings
- Article 23 Distribution of Agreement
- Article 24 Eligibility for Tenure-Track Positions
- Article 25 Distance & E-Learning
- Article 26 Outside Employment and Activities
- Article 27 Financial Emergency Principles & Procedures
- Article 28 Discoveries, Inventions, Patents & Copyrights
- Appendix B Grievance Form
- Appendix C Ohio Revised Code, Section 3345.14
- Appendix D Health Care Benefits



AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18



BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

ARTICLE 1 DEFINITIONS

- 1.1 “BOARD” (also called “EMPLOYER” or “BOT”) The Board of Trustees for The University of Toledo.
- 1.2 “MANAGEMENT” The Board together with its executive officers and professional staff including but not limited to the President, Provost, Vice Presidents, Deans, Department Chairpersons and all such other management personnel as defined in Chapter 4117 Ohio Revised Code.
- 1.3 “BARGAINING UNIT” The unit of faculty employees more fully described in Article 2.1 of this Agreement.
- 1.4 “AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF TOLEDO CHAPTER” (also called “UT-AAUP”) The exclusive representative of the employees in the bargaining unit, pursuant to certification by the Ohio State Employment Relations Board.
- 1.5 “MEMBER” or “MEMBERS” Unless expressly specified otherwise, these terms shall refer to members of the Bargaining Unit.
- 1.6 “PRESIDENT” The President of The University of Toledo unless expressly specified otherwise.
- 1.7 “DAY” A working day exclusive of all Saturdays, Sundays and official holidays observed by the University within the work year.
- 1.8 “RULES OF CONSTRUCTION” Unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:
- 1.8.1 “APPLICATION OF AGREEMENT” Provisions of this Agreement shall apply to all members of the bargaining unit, unless specified to apply only to certain members of the bargaining unit.
- 1.8.2 “HEADINGS” Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.
- 1.8.3 “GENDER and NUMBER” The masculine, feminine, and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.
- 1.9 “EMPLOYER’S DESIGNEE” The Employer’s designee is Management’s representative for Faculty Labor Relations, which is currently the ~~Vice Provost~~ **Senior Director**, Faculty Labor Relations. If the Employer’s designee changes the Administration will notify the AAUP in writing within five (5) days of the change. ☐☐

1.10 "PROVOST" Unless expressly specified otherwise, this term shall refer to either the Main Campus or the Health Science Campus.

Michael A. Kistner

AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Handwritten Signature]

BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

ARTICLE 9 EVALUATION

9.1 Nothing herein prevents the Administration from managing, supervising, advising, or commenting on faculty performance during the term of appointment. The process described in this Article is the sole process by which Members shall be evaluated.

9.2 OBSERVATION

9.2.1 The observation shall be done by the ~~department~~ Chair **of the department** in which the Member teaches. The Chair may conduct scheduled classroom observations. If the Chair has significant concerns regarding the Member's teaching following an observation, the Chair may select a designee from the Department to observe the Member. The Chair shall select a designee in the following order: a Senior Lecturer; if none is available, then an Associate Lecturer; if none is available, then a tenured faculty Member. Members shall receive a copy of any observation evaluations within two weeks of the date of the observation.

9.2.1.1 Members may be observed in the Members' first, second, third, fifth, seventh, ninth, fourteenth, nineteenth, twenty-fourth, and twenty-ninth year of employment with the University.

9.2.1.2 Nothing in this Agreement prohibits the Chair from observing Members in response to a complaint made by a student.

9.2.1.3 Any subsequent observation done after a Member has been found to be unsatisfactory at a given rank, shall be done by the Chair of the department in which the Member teaches. The Chair may conduct scheduled classroom observations. If the Chair has significant concerns regarding a Member's teaching following an observation, the Chair may select a designee from the Department to observe the Member. The Chair shall select a designee in the following order: a Senior Lecturer; if none is available, then an Associate Lecturer; if none is available, then a tenured faculty member. Members shall receive a copy of any observation evaluation within two weeks of the date of the observation.



9.2.2 Person(s) conducting the observations described in 9.2 shall use the evaluation instrument described in 9.4.1.4

9.3 ANNUAL EVALUATION

9.3.1 Bargaining unit Members shall be evaluated annually with the highest priority given to teaching and teaching related duties, field work and field supervision. Members may rely upon objectives identified by the department Chair as a guide for creating an evaluative narrative of quality and satisfactory performance.

Members shall compile and submit the evaluative materials outlined in 9.4 to their department Chair no later than the end of Fall semester each academic year. Chairs must have Fall semester's student evaluations available to Members by the last day of the second week of Spring semester. Members may respond to Fall semester's student evaluations and have those responses added to their evaluative materials. If Members choose to respond, they must submit comments to the Chair by the last day of the third week of Spring semester.

9.3.2 Evaluation dates will be based on the previous academic year.

9.4 EVALUATIVE MATERIALS

9.4.1 The ~~department~~ Chair **of the department** in which the Member teaches and the appropriate Dean shall consider the following evaluative materials as well as activities turned in to the Chair by the member to assist in the evaluation:

9.4.1.1 Student evaluations of all courses or other instructional activities administered in accordance with departmental procedures.

9.4.1.2 Self-evaluation, classroom observations by the Chair or designee as described in 9.2, review of syllabi, examinations, and other curricular materials.

9.4.1.3 Annually submitted Annual Reports of Professional Activity (ARPAs).

9.4.1.4 An evaluation instrument developed by a committee of Members of a Department. Department Chairs shall meet with a committee of Members from the Department to develop a standardized classroom observation form to be used. Any new instrument developed must be approved by the appropriate Dean.

9.4.1.5 Materials in the Member's personnel file commencing with the academic year in which the Member entered the bargaining unit that specifically relate to teaching effectiveness.

9.4.1.6 Any letter of expectations resulting from an "unsatisfactory" evaluation, as outlined in sections 9.4.2 and referenced in Article 9.4.5.3.

9.4.1.7 Following a review of the evaluative materials described in this Article, the ~~department~~ Chair **of the department** in which the Member teaches shall write an evaluation of the Member's overall effectiveness in teaching and other core responsibilities, as well as comments regarding the Member's non-core duties.

9.4.2 The evaluation shall state whether the Member's degree of effectiveness in their assignment(s) has been satisfactory or unsatisfactory. The evaluation must

specifically state the reasons for a “satisfactory” or “unsatisfactory” rating. If a Member is given an “unsatisfactory” rating, the evaluation must also specify what needs to be done to achieve a “satisfactory” rating, or the objectives outlined in 9.3, unless the rating results in non-renewal.

- 9.4.3 The Chair shall send to each Member a copy of her/his evaluation by the last day of February. If the Member does not request reconsideration as referenced in 9.4.5, or after 9.4.5 has been completed, the evaluation shall be forwarded to the Dean. The Dean shall have the option to accept the Chair’s evaluation or write her/his own evaluation. The Dean’s decision shall be final.
- 9.4.4 When the Dean has completed a review of the Members’ evaluations, copies of the Members’ evaluations shall be sent to the appropriate department Chairs. Each Member shall also receive a copy of her/his evaluation review.
- 9.4.5 Request for Reconsideration

The Member being evaluated shall have the right to request, in writing, within five (5) days of an evaluation and recommendation being received by the Member that the administrator reconsider the Member’s case. The Member shall have the right to appear with a UT-AAUP representative before the administrator making the evaluation and recommendation being reconsidered. The administrator shall reconsider the case within ten (10) days of the request being made and shall immediately inform the Member of her or his decision in writing. A request for reconsideration shall stay the evaluation process for that Member at the next higher level until the reconsideration has occurred. Absent a request for reconsideration, the review process shall go forward.

- 9.4.5.1 Members must receive their evaluation review, approved by the Dean, no later than the last day of March.
- 9.4.5.2 A satisfactory annual evaluation of a Member shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 8 Appointment, Rank and Assignment.
- 9.4.5.3 If a Member receives an “unsatisfactory” recommendation on an annual evaluation that does not result in termination or non-renewal, as outlined in sections 9.4, the Chair shall prepare a letter of expectations. The letter must specify what the Member needs to do to achieve a satisfactory evaluation. The Chair shall then meet with the Member and the Member’s representative of the UT-AAUP to discuss the letter of expectations. Members given such an unsatisfactory rating will meet with the Member’s Chair twice during each semester in order to discuss the Member’s progress in addressing the issues raised in the evaluation. A Member may request that a representative of the UT-AAUP be present at the meetings.

9.5 SPECIAL ASSESSMENT

- 9.5.1 When the appropriate Dean or the Provost has good reason to believe there is a significant problem regarding a Member's performance of duties, the Dean shall meet with the Member, along with any other appropriate individuals, in an attempt to clarify and, if necessary, rectify the situation. Special assessments shall be reserved for the truly unusual situation that cannot be rectified by any other means.
- 9.5.2 If, following the meeting described in section 9.5.1, the Dean or the Provost determines that a special assessment is appropriate, the Dean shall meet and confer with the department Chair and the affected Member on the design of an appropriate evaluation. The evaluators shall report the results of the evaluation to the Dean, Chair and the affected Member.
- 9.5.3 Should the evaluation identify matters requiring remedy, the Dean and department Chair shall meet with the Member to discuss and identify remedies. The Dean shall notify the Member and the Chair in writing of the remedy or remedies decided upon and the required schedule of compliance and means of monitoring compliance. If the member fails to cooperate or comply with the remedies ordered by the Dean, the matter may be remanded to the process set forth in Corrective Action, Article 15.0.

9.6 PERSONNEL FILES

- 9.6.1. The official personnel file for Members shall be that which is maintained in the Office of the Provost.
- 9.6.2. The employer's designee shall, upon request of a Member, make available for inspection and copying any and all documents in the Member's personnel file.
- 9.6.3. In order to preserve confidentiality, the employer's designee shall remove all letters of recommendation on the Member prior to the Member's examination of the Member's file.
- 9.6.4. Before any solicited or unsolicited derogatory allegations about a Member are included in the Member's official University personnel file, the Member shall be given a copy of such material and an opportunity to append a response to the allegations which shall be attached to said allegations in the Member's file. Evaluations and assessments prepared pursuant to this article shall not be deemed derogatory allegations.
- 9.6.5 Challenges to the propriety of documents in the Member's personnel file shall be addressed in writing to the employer's designee who shall issue a written decision.

Michael A. Kistner

AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Handwritten Signature]

BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

ARTICLE 11
COMPENSATION

11.1 Salary Increases for 2018-2019.

11.1.1 Each 1.0 FTE bargaining unit employed as a member of the bargaining unit on March 31, 2018 and still employed as a member of the bargaining unit on August 20, 2018, shall receive an increase to base salary in accordance with the following salary tiers:

- The member's 9- or 12-month base salary is less than \$75,000 the faculty member will receive an across the board salary increase of 3%.
- The member's 9- or 12-month base salary is greater than or equal to \$75,000, but less than \$100,000 the faculty member will receive an across the board salary increase of 1.5%.
- The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will receive an across the board salary increase of 1%.

11.2 Salary Increases for 2019-2020.

11.2.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2019 and still employed as a member of the bargaining unit on August 19, 2019, shall receive an increase to base salary in accordance with the following salary tiers:

- The member's 9- or 12-month base salary is less than \$75,000 the faculty member will receive an across the board salary increase of 2%.
- The member's 9- or 12-month base salary is greater than or equal to \$75,000, but less than \$100,000 the faculty member will receive an across the board salary increase of 1.5%.
- The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will receive an across the board salary increase of 1.5%.

11.3 Salary Increases for 2020-2021.

11.3.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2020 and still employed as a member of the bargaining unit on August 24, 2020, shall receive an increase to base salary in accordance with the following salary tiers:

- The member's 9- or 12-month base salary is less than \$75,000 the faculty member will receive an across the board salary increase of 2%.
- The member's 9- or 12-month base salary is greater than or equal to

\$75,000, but less than \$100,000 the faculty member will receive an across the board salary increase of 2%.

- The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will receive an across the board salary increase of 2%.

~~11.3.2 After the two thousand dollars has been added to the member's base salary, each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2014, and still employed on August 18, 2014, shall receive an additional 2.7 percent (2.7%) increase to base salary.~~

~~Members not employed as a member of the bargaining unit on March 31, 2014, regardless of salary, shall not receive the percentage increase contained in this section 11.1.2.~~

~~11.3.3 The increases in sections 11.1.1 and 11.1.2 shall be effective August 18, 2014 and retroactive payments to eligible members shall be made within 30 days of ratification.~~

11.4 Salary Increases for 2021-2022.

11.4.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2021 and still employed as a member of the bargaining unit on August 23, 2021, shall receive an increase to base salary in accordance with the following salary tiers:

- The member's 9- or 12-month base salary is less than \$75,000 the faculty member will receive an across the board salary increase of 2%.
- The member's 9- or 12-month base salary is greater than or equal to \$75,000, but less than \$100,000 the faculty member will receive an across the board salary increase of 2%.
- The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will receive an across the board salary increase of 2%.

11.5 **Salary** Increases. All increases provided in sections 11.1 through 11.4 will be applied after a member's promotional increase has been applied to a member's annual base salary.

11.5.1 Under Sections 11.1, 11.2, 11.3 and 11.4 members of the bargaining unit working 12-month contracts shall receive their salary increases effective at the start of the fiscal year (July 1), each year, and members of the bargaining unit working 9-month contracts shall receive their salary increases effective on the report date of each year (August 20, 2018; August 19, 2019; August 24, 2020; and August 23, 2021).

11.6 Overload Compensation.

Overload compensation for teaching will be offered only when the bargaining unit member receiving the overload has provided evidence that the member has met the workload

expectations assigned in the previous two (2) years and the department Chair certifies that the member's workload for the semester is being fulfilled. Overloads shall be voluntary.

11.7 Minimum Base Salaries.

Effective August 18, 2018, the minimum base salaries are set out below:

Assistant Lecturer	\$46,000
Associate Lecturer	\$48,000
Senior Lecturer	\$51,000
Any Lecturer who has been a member of the bargaining unit since the fall of 1997	\$54,000

All increases provided in sections 11.1 through 11.4 will be applied after a member's annual salary is made to be no less than the minimum annual salary as set out immediately above.

11.8 Summer Assignment and Compensation.

11.8.1 The Department Chair, in conjunction with the Provost office, is responsible for establishing which courses are taught in the summer. The Provost's office has the authority to offer or to cancel any class as it deems appropriate. The Department Chair will assign full time faculty (either Tenured, Tenure-track and/or Lecturers who are on equal footing for the assignments) who are qualified to teach and indicate a willingness to teach prior to offering the course to part-time faculty. If the Chair fails to offer the course to full time faculty prior to offering the course to part time faculty, the full time faculty has the right to bump the part time faculty from teaching the course.

11.8.2 If a course assigned to a bargaining unit member (either Tenured, Tenure-track and/or Lecturers who are on equal footing for the assignments) is cancelled, the bargaining unit member has no right to be assigned an alternative course and no right to bump other AAUP bargaining unit members or non-bargaining unit members from their assigned course, except as provided in section ~~11.8.1~~ ~~11.4.1~~.

11.8.3 Compensation for a 9-month faculty member who teaches in a summer session will be three and a third percent (3 1/3%) of the current academic year (9-month) salary, excluding any stipends, for one (1) credit hour of instruction. Teaching a total of six (6) credit hours will be considered full-time. Members shall be paid 3 1/3% of the current academic year (9-month) salary for one (1) credit hour of instruction, excluding any stipends, for up to six (6) credit hours or two courses, whichever is greater.

11.8.4 Bargaining unit faculty shall be compensated for summer on a course-by-course

basis (not including independent study, master's thesis supervision, doctoral dissertation supervision, and the like) at the per semester credit hour rate set out in this section.

11.8.5 This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.

11.8.6 ~~For summer 2015, the current published policies describing how summer assignments are made will be followed.~~ By the end of Fall semester 2015, each department or unit must develop a revised policy which must be approved by the Chair, Dean and Provost describing how such assignments are to be made that takes into account that Tenured and Tenure Track and Lecturer bargaining units are on equal footing with respect to such assignments. This revised and approved policy will then be utilized for summer teaching assignments for summer 2016 and thereafter prior to offering the course to visiting or part-time faculty.

11.9 The University reserves the right to adjust a member's salary beyond the negotiated levels to retain the member and/or to counter bona fide offers of employment. Funds for such increases shall come from outside of those negotiated within this Agreement. When such an adjustment is proposed, the Provost or his/her designee will immediately provide UT-AAUP with written notice of the proposed adjustment and/or evidence of a bona fide offer to the affected member before any decision is finalized by the Provost or his/her designee. Prior to approval for an adjustment by the Provost there must be mutual agreement amongst the Bargaining Unit member, Department Chairperson and appropriate Dean.

11.10 A member promoted in academic rank during the term of this agreement shall receive an increase to annual base salary on the effective date of promotion as follows:

2018-2019 through 2021-2022 Academic Years	
To Associate Lecturer	\$1,500
To Senior Lecturer	\$3,000

11.11 The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of this Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Department Chair, the Dean, the Senior Director of Faculty Labor Relations and the Provost.

11.12 When faculty develop or substantially revise a distance learning course they shall receive \$3,500. Faculty who are paid \$3,500 or more for the development or revision of a course are subject to the Article 28 provisions. As such, the payment received shall satisfy the significant financial support referenced in 28.2.1.2 and the work, material and documentation created shall be owned by the University.

~~11.13 In the second payroll period following the ratification of this Agreement, lump sums not to base and less statutory deductions will be paid to bargaining unit employees as set out~~

below:

- ~~A member who was in the bargaining unit as of March 31, 2012 and who is still in the bargaining unit upon the ratification of this Agreement — \$1,500.~~
- ~~A member who was not in the bargaining unit as of March 31, 2012 but in the bargaining unit on March 31, 2013 and is still in the bargaining unit upon the ratification of this Agreement — \$1,000.~~

TENTATIVE AGREEMENT

Michael A. Kistner
AAUP REPRESENTATIVE SIGNATURE

DATE: 30 March 2018

[Signature]
BOT REPRESENTATIVE SIGNATURE

DATE: 3/30/18

ARTICLE 12
HEALTH CARE BENEFITS

- 12.1 Through **December 31, 2022**, the University will provide bargaining unit members with insurance benefits consisting of the group medical, pharmacy, dental and vision plans, premiums, contributions, co-pays and deductibles set forth in the Plan Summary(s) attached to this Agreement (Appendix D). The group medical plans shall include a PPO, an HMO, and at least one high-deductible/HSA plan. The Plan Summary attached is for illustrative purposes only and should it conflict with the Group Medical Plan(s), the Group Medical Plan(s) shall prevail. **If at any time during the life of this agreement the employer offers an alternative group medical plan, the faculty shall have the option to elect the alternative plan at the same rate as other University employees.**
- 12.2 Each bargaining unit member employed at ratification will continue to pay the total monthly contribution to premium cost of the University's plan that includes group medical, pharmacy, dental and vision coverage, which the bargaining unit member elected in 2017.
- 12.3 **Effective January 1, 2019, and continuing until December 31, 2020, a bargaining unit member will be responsible through payroll deduction on a pretax basis pursuant to the University's Section 125 Employee Benefit Plan to pay a monthly premium in accordance with the following salary tiers:**
- **The member's 9- or 12-month base salary is less than \$75,000 the faculty member will pay twenty percent (20%) of full monthly premium of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects. Effective January 1, 2020 the 20% premium rate will not exceed 20% of the prior year's rate.**
 - **The member's 9- or 12-month base salary is greater than or equal to \$75,000, but less than \$100,000 will pay twenty one percent (21%) of full monthly premium of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects. Effective January 1, 2020 the 21% premium rate will not exceed 21% of the prior year's rate.**
 - **The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will pay twenty two percent (22%) of full monthly premium of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects. Effective January 1, 2020 the 22% premium rate will not exceed 22% of the prior year's rate.**
- 12.4 **Effective January 1, 2021, and continuing thereafter, a bargaining unit member will be responsible through payroll deduction on a pretax basis pursuant to the University's Section 125 Employee Benefit Plan to pay a monthly premium in accordance with the following salary tiers:**
- **The member's 9- or 12-month base salary is less than \$75,000 the faculty member will pay twenty percent (20%) of full monthly premium of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects. Effective January 1, 2022 the 20% premium rate will not exceed 20% of the prior year's rate.**
 - **The member's 9- or 12-month base salary is greater than or equal to \$75,000, but less than \$100,000 will pay twenty two percent (22%) of full monthly premium of the University's plan that includes group medical, pharmacy,**

dental and vision coverage which the bargaining unit member elects. Effective January 1, 2022 the 22% premium rate will not exceed 22% of the prior year's rate.

- The member's 9- or 12-month base salary is greater than or equal to \$100,000 the faculty member will pay twenty three percent (23%) of full monthly premium of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects. Effective January 1, 2022 the 23% premium rate will not exceed 23% of the prior year's rate.

12.5 Prescription drug co-payments shall be as set forth in Appendix D.

12.6 SPOUSAL/DOMESTIC PARTNER HEALTH CARE ELIGIBILITY

If a spouse/domestic partner has accessibility to health insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and may stay on the UT plan as secondary. If the working spouse makes \$25,000 or less per year annually and health insurance through their employer would cost them more than \$75/month for a single plan/employee contribution, they may be carried on the UT plan as primary.

12.7 DOMESTIC PARTNER

Domestic Partner Benefits - The University will extend Health Care Benefits described herein to domestic partners (same and opposite sex partner), with "domestic partners" **as being** defined as in the 2008 University health plan **until December 31, 2020**.

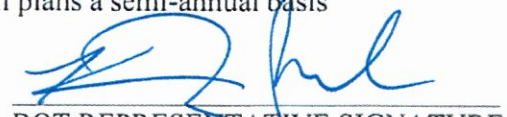
12.8 HEALTH CARE ELIGIBILITY FOR CERTAIN DEPENDENTS

Members who elect coverage through the University may also elect coverage for their dependents who are of ages 19 to the age required by State or Federal law (currently age 28). Persons who are dependents to members because of disability may be covered under the member's health plan as a "dependent" regardless of age or student-status.

12.9 HEALTH CARE INFORMATION

The AAUP shall be provided utilization information and all non-protected, non-confidential, health (PHI) information on all plans a semi-annual basis


AAUP REPRESENTATIVE SIGNATURE


BOT REPRESENTATIVE SIGNATURE

DATE: 02 April 18

DATE: 4/2/18

ARTICLE 13
OTHER BENEFITS

13.1 OTHER INSURANCE

13.1.1 The Employer will continue to provide Members term life and accidental death and dismemberment insurance at no cost to the Member in the amount of 2.5 times salary for those on nine (9-) month appointment and 2.045 times salary for those on twelve (12-) month appointment, rounded upward to the next highest \$1,000. Supplemental and dependent life insurance may be purchased at group rates.

13.1.2 Members shall continue to be covered, for the life of this Agreement, by travel insurance as was in effect on May 30, 2008, or equal.

13.2 RETIREMENT

Members will continue to be enrolled in either:

13.2.1 The State Teachers Retirement System (STRS) as per statute. Employee contributions will continue to be "picked up" from the Member's pay and paid to the retirement system on a pre-tax basis; or

13.2.2 For Members hired on or after February 1, 1999 who timely elect under the terms of the plan in an alternative retirement plan, authorized by law and adopted by the UT Board of Trustees pursuant to statute. Contributions to such an alternative plan will be governed by the terms of the alternative plan adopted by the Board.

13.3 TAX SHELTERED ANNUITIES

The Employer agrees that, pursuant to Internal Revenue Code (IRC) Section 403(b), and subject to the restrictions and limitations outlined below, a Member may enter into a salary reduction agreement pursuant to which the Member will agree to have a reduction in the Member's salary and the Employer will forward the amount equal to the reduction in the Member's salary to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity" or "TSA"). The following restrictions and limitations apply with respect to such matters:

13.3.1 The Employer may restrict the timing of the Member's salary reduction elections to comply with the requirements of federal tax laws. Each Member must enter into a written salary reduction agreement which is provided by the Employer.

- 13.3.2 Members are responsible for limiting the amount of their contributions to the maximum amount that, under the federal tax laws, may be tax-deferred in any year. The Employer may, but is not required to, restrict or limit contributions on behalf of the Members to the extent that it believes that the total contributions for a Member will exceed the maximum tax-deferral limits in effect for any year.
- 13.3.3 Members may utilize only 403(b) vendors who have been approved by the University. The Employer agrees to include other vendors upon petition by the required number of employees in accordance with Ohio Revised Code (ORC) Section 9.91.
- 13.3.4 In accordance with ORC Section 9.91, the Employer may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Employer from liability.

The Employer will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.

13.4 COURSE PRIVILEGES

Members may take eight (8) credit hours per semester for undergraduate and graduate courses without the payment of fees. Employees must register for classes and then submit the tuition waiver through the online process. This benefit is not cumulative. Credit hours not used in one semester may not be used in a subsequent semester.

- 13.4.1 A Member may enroll in a maximum of eight (8) credit hours toward an advanced degree in any semester in which the Member is employed full-time. This benefit does not apply to classes taken for audit purposes. If a Member wants to audit a course, the Member may apply to audit the course through the Provost's office. Members auditing the course will not impact compensation for teaching the course or impact course enrollments.
- 13.4.2 Members with nine (9-) month appointments, who have been in residence for one academic year, and who have an appointment for the following academic year may:
 - 13.4.2.1 Elect to study full time during the summer term with no University responsibilities and may have the fees for a maximum of eight (8) credit hours at the University paid by the University during any summer term.

13.4.2.2 Be employed in Summer Session I or II and earn credit towards an advanced degree only in the summer term in which they are not employed and have a maximum of four (4) credit hours at the University paid by the University during any summer term.

13.4.2.3 Be employed in Summer Session III or IV and earn up to seven (7) credit hours towards an advanced degree during the summer term by enrolling in no more than one (1) course in summer sessions I and II and have fees paid for a maximum of four (4) credit hours for the term.

13.5 DEPENDENT TUITION WAIVER

13.5.1 For the purpose of this article, spouse shall be defined as the legal spouse of a Member or the domestic partner of a Member. "Domestic partner" shall be defined as it is defined in the current UT health care plan.

13.5.2 For the purpose of this article, dependent shall be defined as an individual dependent who is claimed as a personal exemption on the employee's tax return(s). Furthermore, dependent child shall be restricted to a birth child, adopted child, or a stepchild of an employee or an employee's domestic partner's child and covered until the end of the year that the dependent child reaches age twenty-four (24).

13.5.3 Payment of academic fees shall include instructional fee, matriculation fee, application fee, tuition surcharge, recording fee, music fee, college-level examination program examination fee and general education development examination fee. Spouses and dependents are responsible for payment of technology fees and transcript/graduation fees.

13.5.4 The spouse of a Member hired prior to December 31, 1995 shall be eligible for payment of the general fee and all academic fees, except the special music fee, for undergraduate courses. The spouse of a Member hired by the University after December 31, 1995 shall be required to pay all general fees, except the special music fee.

13.5.5 The dependent child of a Member shall be eligible for payment of all academic fees for undergraduate courses.

13.5.6 In the case of the retirement of a Member who has completed fifteen (15) years of service with the University and has begun receiving benefits under STRS or the alternative plan or in the case of death of a Member who has completed five (5) years of service with the University, the fee payment entitlement shall continue for the surviving spouse so long as the spouse has not remarried, and for any dependent children of the decedent, including any child conceived but not born at the time of the Member's death.

In the case of retirement, the recipients of this benefit must be the spouse or dependent child at the time of retirement. Fee payment benefits for the surviving spouse and/or children of a deceased Member shall be administered in accordance with the collective bargaining agreement in effect at the time the entitlement is used.

13.5.7 Examination and Diploma Fees

Fees may be waived for college-level examination program and general educational development examinations administered by the University. The University will waive payment for up to seventy-five (75) hours of earned credit hours for passing any or all of the five examinations.

13.5.8 If the fee benefits covered in article 13.5.1 through 13.5.7 are increased for other groups of University employees, these increases will apply to this bargaining unit also.

13.6 PARKING

The Employer will provide Members with optional on campus parking privileges. The charge for this privilege shall be ~~\$56~~ **\$100 or \$200** per year which may be paid via payroll deduction.

13.7 RECREATION/PHYSICAL FITNESS FACILITIES

Members may continue to utilize campus recreation/physical fitness facilities. **Effective August 1, 2018, Members will have free access to the Rec to promote wellness in accordance with policies in effect on August 1, 2008. these facilities provided they pay the annual fee. The fee shall be \$150 for a 12-month pass.**

13.8 PAY OPTIONS

The Employer will provide full-time, nine (9-) month Members with the option to receive their academic year salary on a 26 (27 every 10th year) bi-weekly pay plan. **Effective August 20, 2019, the employer has the right to migrate faculty from a bi-weekly pay cycle to a monthly pay cycle. In the event the employer migrates to a monthly pay cycle, faculty pay will be issued on or around the last day of the month. Regardless of pay cycle, 9-month faculty will have the option of receiving their academic year salary on either a monthly 9-month pay plan or a monthly 12-month pay plan.**

13.9 DIRECT DEPOSIT

The Employer will provide for automatic direct deposit from a Member's paycheck in a bank or credit union account via the Financial Institution Clearing House with a limit of two (2) such deposits per paycheck. **Effective August 18, 2018, all new hires will be required to use direct deposit.**

13.10 DISABILITY INSURANCE

The Employer will cover Members with long-term disability insurance. Said insurance will “wrap-around” similar coverage provided by the State Teachers Retirement System and will provide, after 180 continuous calendar days of disability or the exhaustion of the employee’s sick leave, whichever occurs later, 70% of base salary until the disability is removed, upon death, or the date the Member’s current earnings exceed 80% of their indexed pre-disability earnings, or exhaustion of the maximum benefit period, whichever occurs first. When the Member becomes eligible to draw upon this insurance benefit, the Member will be placed in inactive pay status and shall cease to earn salary, leave or other benefits.

13.11 PROFESSIONAL LIABILITY INSURANCE

The Employer shall maintain, for the life of this Agreement, its professional liability insurance policy in effect on May 30, 2008, or equal.

13.12 TICKETS TO UNIVERSITY EVENTS

The Employer shall, for the life of this Agreement, maintain its policy of allowing Members to purchase UT athletic event tickets at half-price.

13.13 BENEFITS INFORMATION

Members shall be provided with written descriptions of all benefit programs available to them within ninety (90) days of the effective date of this Agreement and on an annual basis thereafter.

Michael A. Kistner

AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Signature]

BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

ARTICLE 14 LEAVES

14.1 PAID LEAVE

14.1.1 Sick Leave

- 14.1.1.1 Members shall earn sick leave at the rate of 0.575 days for each completed bi-weekly period of service in pay status. There is no limit on the amount of sick leave that may be accumulated.
- 14.1.1.2 Members who retire with ten (10) or more years of service with the University, or die, shall be paid for up to thirty (30) days of accumulated and unused sick leave if employed by the University before July 1, 1993 or for up to twenty (20) days of accumulated and unused sick leave if employed on or after July 1, 1993.
- 14.1.1.3 Members shall use sick leave for absence due to personal injury, illness (including maternity related disability and adoption of pre-school children) and exposure to contagious disease which could be communicated to other employees and for serious illness or injury to a member of the Member's immediate family defined as spouse, domestic partner, domestic partner's immediate family (as here defined), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of parent (in loco parentis). **It is the Member's responsibility to timely report absences to the employer using the process defined by the employer. In the rare instance when a Member is unable or fails to report absences in a timely manner, the Member's Department Chair may report the absence on the Member's behalf. When the Chair reports the absence, the Chair must simultaneously notify, in writing, the employer's designee and the UT-AAUP.**
- 14.1.1.4 The federal Family and Medical Leave Act of 1993 (FMLA), as amended, shall be followed. If the Member's use of sick leave described in 14.1.3 qualifies as an FMLA leave, the sick leave and the FMLA will run concurrently.
- 14.1.1.5 Members on paid sick leave will receive their regular compensation during the period of leave, including any salary increases, promotions, awards of tenure, or any other rights that they would have received had they not been on sick leave.
- 14.1.1.6 When a Member is unable to report to work the Member shall promptly notify the Member's department chairperson or equivalent supervisor and, if possible, indicate an expected time of return.

- 14.1.1.7 When absence has exceeded fifteen (15) consecutive calendar days the Member, as a condition of returning to work, shall present a release from the Member's personal physician or advanced practice registered nurse, stating that the Member is fit to return to work, to the Employer's Designee. The Employer's Designee may confirm said release with Member's personal physician or advanced practice registered nurse.
- 14.1.1.8 Members seeking to utilize sick leave shall not routinely be required to state the nature of the illness. However, Members exhibiting an abusive pattern of absences may be required to submit a physician's or advanced practice registered nurse's statement to the Employer's Designee, justifying use of sick leave.
- 14.1.1.9 A Sick Leave Bank assists employees who are unable to perform their job duties as a result of a catastrophic personal illness or a personal injury. If the employee is not eligible to receive long-term disability insurance, the employee must exhaust all existing sick and vacation leave balances before enjoying access to the Sick Leave Bank (Appendix A). Once the employee is eligible to receive long-term disability insurance, he/she will no longer be eligible for Sick Leave Bank benefits. The award or denial of Sick Leave Bank credits shall not be subject to the grievance procedure.

14.1.2 VACATION

- 14.1.2.1 Members on twelve (12) month appointments only shall accrue vacation leave at the rate of two (2) days per month of full-time service. Use of vacation leave when requested by a Member is subject to the approval of the Member's department chairperson or other immediate supervisor within five (5) calendar days of the request being made. Use of vacation leave may not interfere with the teaching of the Member's scheduled courses.
- 14.1.2.2 Members who are entitled to earn and accrue vacation leave may accrue up to seventy-two (72) days if on the University's full-time payroll before July 1, 1993 and forty (40) days if employed thereafter.
- 14.1.2.3 When a Member terminates employment at the University or changes to a nine (9) month appointment the Member shall be paid for up to forty-eight (48) days of accrued vacation leave if on the University's payroll before July 1, 1993 and twenty (20) days if employed thereafter.
- 14.1.2.4 The University shall not be obligated to pay compensation for accrued vacation to terminating Members who give less than a thirty (30) day notice of resignation.

14.1.3 FAMILY CHILD CARE LEAVE

- 14.1.3.1 Eligibility – In recognition of the unique nature of the workload and role of faculty, the Employer adopts the following Family Childcare Leave for Members of the Bargaining Unit who experience the birth of a child or adoption of a pre-school age child. This benefit is available to a Member beginning with the first day of appointment. In cases where both spouses or domestic partners are Members of the Bargaining Unit, only one of the spouses or domestic partners is eligible for leave under this section. No more than two (2) paid leaves under this section may be granted to a Member (or collectively to both spouses or domestic partners, if both are employed by the University) during employment. Such leave will run concurrent with a Member’s twelve (12) weeks of FMLA leave.**
- 14.1.3.2 Leave – The employer will provide paid Family Childcare Leave to an eligible Member for a period of up to one (1) academic semester upon the birth or adoption of a child. During such leave, the Member will receive full salary and benefits. For nine (9) month faculty, leave may be taken in either Fall or Spring semester. For twelve (12) month faculty, leave may be taken in either Fall or Spring semester or Summer term.**
- 14.1.3.3 Upon confirmation of pregnancy or adoption, a Member who intends to request leave under this section must provide his/her Department Chair with written notification of the pregnancy or intention to adopt and a certificate from the treating physician, advanced practice registered nurse, or adoption agency identifying the expected time of childbirth or adoption as soon as is reasonably practical to provide appropriate time for all parties to plan for the expected leave. To request leave under this section, the Member must submit a leave request form to his/her Department Chair. The Chair will process the request for leave by forwarding the form to the appropriate Dean or Administrator and to the Employer’s Designee. The approved leave form will specify the period for which leave has been requested and approved under this article. Thereafter, any requested change in the date of return by the Member must be communicated to his/her Chair in writing at least thirty (30) days prior to such date. Any request for additional time will be reviewed under Sections 14.1.1.3 of this article.**
- 14.1.3.4 For each semester a bargaining unit Member uses leave under this article, he/she is obligated to return to full-time service at the University for one academic year or reimburse the University for the salary they received while on leave. In exceptional circumstances, the University may waive this requirement, for example in cases of the birth of a severely disabled child, whereby the faculty Member is not able to return to work, or whereby the mother is permanently incapacitated following the birth.**

- 14.1.3.5 Evaluation - All evaluations of a Member's core and non-core duties shall not be affected by any leave under this article. No negative impact shall occur in any evaluation as a result of such leave.

For the purpose of annual evaluation, a faculty Member who takes leave under this section will only be evaluated for one semester (the semester in which she/he was not on such leave) and the score she/he receives will be based only on that semester. If a faculty Member on leave under this section feels that she/he received a negative evaluation because of such leave, he/she may grieve the evaluation.

14.1.4 JURY DUTY

Members who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, will be allowed time away from work with pay for such purposes. Members shall present a copy of the appropriate notice to appear to their department chairperson or other immediate supervisor and, when possible, do so at least three (3) work days prior to the date the Member is to be absent from work. Upon returning to work, the Member shall present appropriate documentation of the Member's appearance.

14.1.5 HOLIDAYS

- 14.1.5.1 Members shall observe the holidays specified in Sections 124.19 (A) & (B), Ohio Revised Code, as it may be amended, on the same dates as are determined by the University for the academic calendar. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the succeeding Monday.
- 14.1.5.2 Since many religious observances occur on days not designated as legal holidays, the University shall be flexible in accommodating Member's religious observances.

14.1.6 PROFESSIONAL DEVELOPMENT FUNDING

- 14.1.6.1 All Members who have attained the rank of Associate Lecturer or Senior Lecturer shall be eligible for professional development funding in the amount of up to \$2,500. **The professional development funding may be used to cover travel related expenses, conferences fees, and/or expenses associated with the conference.**
- 14.1.6.2 The purpose of this professional development funding shall be to enable the Member to pursue interests that contribute to the Member's professional development through research, study, teaching and/or similar activities which will enhance the performance of the Member's academic duties.

- 14.1.6.3 A Member may seek professional development funding by submitting a formal application and proposal to the Member's department Chair. The Chair shall review the proposal and affix a recommendation to the Dean of the Member's College. The Dean shall then review the proposal, affix a recommendation and forward the proposal and all recommendations to the Provost, who will make a final and non-grievable decision. Members shall be notified of all recommendations on their professional development applications at the time the recommendations are sent forward.

14.1.7 BEREAVEMENT LEAVE

In the case of death within the immediate family of a Member, defined as spouse, domestic partner, domestic partner's immediate family (as here defined), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of parent (in loco parentis), five days of paid bereavement leave (not charged to sick leave) are available.

14.2 UNPAID LEAVE

14.2.1 LEAVE OF ABSENCE

- 14.2.1.1 Members may request leave of absence without pay for any purpose mutually agreed to by the University and the Member. A written leave of absence agreement, specifying the purpose and length of the leave must be executed by the Member, the Member's Chair and the Dean of the Member's college and approved by the Provost. Such leave shall normally be for one (1) calendar year or less, but may be by mutual agreement extended in writing by the University and the Member. Ultimate authority to grant such leave is discretionary with the Board. Ninety (90) days before the expiration of such a leave Members must indicate in writing to their department chairperson, or other equivalent supervisor, their intention of returning to work. Once granted, a leave of absence may be shortened only upon agreement between the University and the Member. A request for such leave shall not unreasonably be denied.
- 14.2.1.2 Following the birth of a child, that child's faculty Member parent who has exhausted paid sick leave will be entitled to leave without pay for the remainder of the then current academic term for purposes of child care.
- 14.2.1.3 A Member on an unpaid leave of absence does not earn sick leave or vacation. A Member on an unpaid family medical leave shall maintain University insurance coverage until the Family Medical Leave expires. A

Member on an unpaid leave of absence shall have the option to maintain University insurance coverage at the group rates at the Member's expense. A Member shall accrue seniority on such leave.

14.2.2 MEDICAL LEAVE

14.2.2.1 A leave of absence without pay may be granted to any Member for medical reasons, when justified by their state of health and when recommended by their physician(s) or advanced practice registered nurse. Unpaid medical leave may begin only after all accumulated sick leave has been used. Such leaves may not exceed two (2) calendar years. A Member shall submit a release from their physician or advanced practice registered nurse stating that the Member's state of health is such that the Member may return to work to the Employer's Designee prior to the Member returning to work. A Member must return to work when released by his/her attending physician or advanced practice registered nurse in order to retain employment status. Notice of at least ninety (90) days shall be required for return to active status, unless waived by the University.

14.2.2.2 A Member on a medical leave does not earn sick leave or vacation. A Member who is on an unpaid family medical leave shall maintain University insurance coverage until the Family Medical Leave expires. A Member on a medical leave after the expiration of a Family Medical Leave shall have the option to maintain University insurance coverage at the group rates at the Member's expense. The Members shall accrue seniority while on such leave.

14.3 ABSENT WITHOUT LEAVE / FAILURE TO RETURN FROM APPROVED LEAVE

A Member who absents him or herself from duty without an approved leave of absence under this Article or who fails to return to duty at the conclusion of a leave approved under this Article is subject to Corrective Action under the provisions of Article 15.

Michael A. Kistner

AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Signature]

BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

ARTICLE 22
TERM OF AGREEMENT

Upon ratification by the UT-AAUP and the Board of Trustees, the Agreement will be effective ~~retroactive~~ to July 1, 2018.

The Agreement shall remain in effect through June 30, 2021, upon which time the second Agreement will become effective from July 1, 2021 through June 30, 2022. The parties agree to commence negotiations for a successor agreement no later than March 1, 2022, subject to the provisions of ORC Chapter 4117.

Michael A. Kistner

AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Handwritten Signature]

BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18

APPENDIX A
UT-AAUP SICK LEAVE BANK GUIDELINES

I. Definitions For Terms Contained in the Policy

- | | |
|-------------------------------|--|
| A. Attending Physician | An attending practitioner providing medical treatment. |
| B. Catastrophic Illness | A medical condition of an employee as certified by a physician which requires an employee's absence from duty for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, vacation and compensatory leave time. |
| C. Leave Credits | Sick leave bank hours accumulated from the voluntary donation of sick time that are used by the recipient as sick leave. Only sick time may be donated. Hours earned as vacation time may not be donated. |
| D. Attending Practitioner | An authorized practitioner of medicine, including a surgeon or psychiatrist (in accordance with the employee's Health Insurance Plan). |
| E. Substantial Loss of Income | Loss of pay for a period extending beyond one bi-weekly period of pay. |
| F. UT-AAUP | The University of Toledo's Chapter of the American Association of University Professors Lecturers bargaining unit. |
| G. UT-AAUP-LBC | A UT-AAUP Leave Bank Committee (UT-AAUP-LBC) is established to review eligibility. The UT-AAUP-LBC will review applications for the receipt of leave bank hours and make decisions regarding these application, and create rules and regulations to effectuate its purposes. |
| H. Work/Sick Day | Any day within the work year during a member's period of appointment regardless of campus assignments. |

II. Sick Leave Bank 

- A. The purpose of the UT-AAUP-Leave Bank Committee (UT-AAUP-LBC) is to implement these **guide** lines for a Sick Leave Bank (SLB) program at The University of Toledo for employees occupying a position within UT-AAUP bargaining unit who are eligible to accrue sick leave.

- B. The SLB program is to provide a means to assist employees who, because of a personal catastrophic illness or personal catastrophic injury, would be subject to a severe loss of income and benefits during an extended absence from work. In order to be eligible for the program, participating employees must exhaust all of their existing sick leave and vacation balances. The program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages, nor is the program meant to replace or duplicate benefits offered by State Teachers Retirement System of Ohio (STRS), The University of Toledo's Long Term Disability Program (LTD), and/or Workers Compensation. Bank sick leave days may not be granted for elective surgery, illness or care of any member of the individual's family, nor maternity leave.
- C. Members of the UT-AAUP-LBC understand one of their responsibilities is to maintain the strictest level of confidentiality possible when dealing with recipient information.



III. Applicability

The SLB program is available to employees who are represented by UT-AAUP at The University of Toledo.

IV. Donor Eligibility

- A. In order to donate sick leave hours, an employee must meet the following eligibility criteria.
 - 1. The donor must be employed at The University of Toledo in a UT-AAUP bargaining unit position at the time of donation.
 - 2. All UT-AAUP represented faculty must have at least sixteen (16) hours of accrued sick leave at the time of donation.
 - 3. All faculty members represented by the UT-AAUP absent from work on an extended leave during any enrollment/assessment period will be permitted to contribute to the SLB within thirty (30) calendar days of their return from extended leave provided he/she meets the minimum sick leave balance requirement of sixteen (16) hours (pro-rated if appropriate).

V. Donation Policies and Regulations

- A. A minimum of fifty (50) UT-AAUP bargaining unit members are necessary to initiate the establishment of the sick leave bank.
- B. Only donors are eligible to apply for sick leave credits for personal catastrophic illness or personal catastrophic injury as certified by the attending physician. Applicants will be

reviewed according to medical need and will not be granted special privileges based on prior donated hours.

- C. No later than May 15, 1998, UT-AAUP shall appoint ~~three to five~~ **three to five (3 - 5)** UT-AAUP members to serve on the Sick Leave Bank Committee (SLBC), a standing committee of the UT- AAUP. The ~~five~~ appointments shall represent different colleges and/or schools. The Administration shall have an ex-officio member on the SLBC. The appointees shall serve for three-year terms ~~after initial appointments of staggered terms (two or three years, two for two years and one for one year)~~. Those appointed to serve shall meet ~~within ten (10) days of their appointment~~ to elect a chair. Those selected to serve on the SLBC may be reappointed, vacancies for any reason shall be filled immediately for the remainder of the unexpired term by UT-AAUP who shall appoint the SLBC member to complete the term. UT-AAUP-LBC members shall be appointed, serve and/or be removed at the sole discretion of the UT-AAUP Executive Board.
- D. Once sick leave is donated, it will not be returned to the donor. The hours donated will be deducted from the net full bi-weekly paycheck following the UT-AAUP written authorization to donate said hours. The amount of hours to be donated will be determined by the UT-AAUP-LBC. Leave donations will not be acceptable if they are under a stipulation as to whom the donated hours are to be given.
- E. After the initial open enrollment of thirty (30) calendar days, the UT-AAUP-LBC will hold an annual enrollment period to be determined by the UT-AAUP-LBC. The enrollment period and the enrollment procedures will be publicized annually by the UT-AAUP-LBC to all employees eligible to join.
- F. The LBC shall be responsible for administration and implementation of the sick leave bank Guidelines, membership and enrollment procedures, and reasonable assessment rules to maintain an adequate reserve. It shall not be empowered to modify the terms of the Agreement or these sick leave bank Guidelines. The LBC shall notify the Assistant Vice President of Personnel of the sick leave bank implementation date.
- G. The Administration shall provide reasonable staff support to maintain the sick leave bank, keep records of the sick leave days donated and taken.
- H. Additional assessments may be made by UT-AAUP-LBC in the event an emergency situation has occurred and the leave bank is lacking hours needed to meet UT-AAUP-LBC approved recipient's needs. All current members of the UT-AAUP-SLB will be required to donate additional time during these assessment periods in order to remain eligible for membership in the UT-AAUP-SLB.
- I. Donation activity will be recorded on the Leave Donation Log for each recipient employee. The Payroll Office will be responsible for deducting hours donated from the SLB adding leave hours to LBC approved recipient's time records.

- J. A quarterly report indicating the status of the sick leave bank membership usage and sick days reserves will be provided by the SLBC to the Assistant Vice President of Personnel, the Vice President for Administrative Affairs, and to the members participating in the Sick Leave Bank.
- K. The right to membership or the right to apply for membership ceases with termination of employment, retirement for any reason, refusal or inability to comply with assessments.

VI. Member Eligibility

- A. In order to receive sick leave credits, an employee must meet the following eligibility criteria:
 - 1. The member must be an employee in the UT-AAUP bargaining unit, a member of the UT-AAUP-SLB, and entitled to receive sick leave hours during an active period of appointment.
 - 2. A member must be in the sick leave bank for at least ~~thirty (30)~~ **fifteen (15)** working days to be eligible to apply for sick leave days from the bank.

VII. Leave Bank Hours May Be Granted Under the Following Circumstances

- A. A catastrophic illness or catastrophic injury which requires an employee's absence from duty and results in a substantial loss of income to the employee.
- B. Sick Leave Bank hours may be taken intermittently or on a reduced schedule, only if such schedule is needed for medical reasons and conditions and cannot be accommodated within employee's work schedule, provided it is approved by the UT-AAUP-LBC.

VIII. Recipient Policies and Regulations

- A. Each initial grant of sick leave days shall be limited to a maximum of twenty (20) consecutively scheduled working days for each illness or injury. After the initial grant, an extension (extensions) of up to one hundred (100) sick leave days may be granted per catastrophic illness or catastrophic injury. The total sick leave granted to any one member shall not exceed ~~120 days per fiscal year or~~ 120 days **for** to any one illness ~~recurring illness~~, or accident **during a fiscal year**.
- B. Normally, donated credits are available for periods of continuous absence which are expected to continue beyond one bi-weekly payroll period. However, in certain cases of intermittent absence, the UT-AAUP-LBC may waive the continuous absence requirement.

- C. If the recipient returns to work for a period not exceeding five working days and has a recurrence of the same condition, the employee may continue to receive leave bank credit hours without submitting an additional application.
- D. If leave days from the bank are granted to an employee, the employee is considered to be in active pay status during the use of that leave and all employment benefits apply including the accrual of vacation, sick leave, and seniority.
- E. Once an eligible employee begins receiving disability benefits under STRS, LTD and/or Worker's Compensation, donated credits may no longer be used.
- F. If any leave is granted but not used by the employee, the unused portion of the amount of leave transferred is returned to the Leave Bank. This would apply in the case of an employee's retirement, death, or recovery from the illness or injury.
- G. The UT-AAUP-LBC members are not eligible to receive leave bank credits while maintaining a position on the LBC. If the Board member meets the eligibility requirements as specified by this document, he/she must resign from the Board before applying for leave bank credits. Once official resignation from the UT-AAUP-LBC is received, that employee may apply for leave bank credits. If leave credits are granted, his/her resignation remains in effect for the duration of the catastrophic illness.
- H. The number of hours granted is based on the sole discretion of the LBC as determined by the individual case, severity of the illness/injury and the number of credits available in the bank. The LBC assumes no responsibility to grant leave credits for the eligible period to cover the total duration of leave. Decisions of the LBC are not subject to the grievance procedure.

IX. Applications For Leave Bank Hours

- A. Applications must be submitted to the UT-AAUP-LBC. Applicants must provide sufficient medical documentation to support their request.
- B. The University, UT-AAUP, or the UT-AAUP-LBC will not assume that an employee wishes to receive leave bank hours. Employees or their designee must indicate their wish to participate in this program by applying, in writing, to the UT-AAUP-LBC. Application forms will be available in the Personnel Department and the UT-AAUP office. ☐
- C. An application form with supporting documentation must be filled out, signed, and submitted by the employee or his/her designee to the LBC. Upon receipt of the application, the LBC will note the date it was received and mail a letter acknowledging receipt and stating approximately when the employee may expect an answer.

- D. The letter of acknowledgment shall be postmarked within ten (10) working days of receipt and a decision regarding the application will be made within ten (10) working days.
- E. If an employee's application for the receipt of leave bank hours is rejected, he/she may petition the LBC to reconsider its decision within ten (10) working days of the Committee's decision.

X. Discontinuation of Leave Bank Credits - ~~(b)~~

Employee(s) Will Cease to Receive Leave Bank Credits When Or If:

- A. The catastrophic illness/injury ends.
- B. The recipient fails to provide current medical documentation on need for benefit.
- C. The recipient ceases to be employed in a UT-AAUP bargaining unit position.
- D. The recipient receives long-term disability benefits offered through LTD and/or STRS.
- E. The recipient is approved to receive Workers Compensation.
- F. The attending physician of record determines that the illness or injury is no longer catastrophic and disabling.
- G. The recipient retires (for any reason).
- H. The recipient dies.
- I. The leave bank ceases to exist.

XI. The Leave Bank Committee will:

- A. Be responsible for processing recipient applications in a timely fashion. This includes the initial response after the application has been received, a decision as to whether leave bank hours will be granted to the applicant, how many leave bank credits will be granted, and notifying the applicant of their decision.
- B. Record the number of leave hours approved by the LBC for each recipient employee on the recipient log.
- C. Maintain records of leave donations.
- D. Work with the Payroll Office in maintaining records of donation and receipt of leave bank hours.

Michael A. Kistner
AAUP REPRESENTATIVE SIGNATURE

DATE: 02 April 18

[Handwritten Signature]
BOT REPRESENTATIVE SIGNATURE

DATE: 4/2/18