



**Collective Bargaining Agreement**

**between**

**The Board of Trustees for The University of Toledo**

**and**

**The American Association of University Professors  
University of Toledo Chapter**

**(Lecturers)**

**Consolidated Contract**

**Contract#1: Effective July 1, 2014 through June 30, 2017**

**Contract #2: Effective July 1, 2017 through June 30, 2018**

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**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 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.

**ARTICLE 2**  
**RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT**

- 2.1 The Board hereby recognizes the UT-AAUP, pursuant to certification by the Ohio State Employment Relations Board (SERB) in case 97-REP-01-005, dated July 10, 1997, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and other conditions of employment for the bargaining unit described below:

Included: Full- time faculty not hired with tenure or not hired on a tenure track, designated as a Member of the bargaining unit, or visiting faculty Members who have held a visiting appointment for more than three years.

Effective August 16, 2004, Part-time faculty who thereafter teach nine credit hours or more in any three semesters, excluding summer session, over a rolling four-year period shall be included in the Unit at the start of the semester following the third semester in which nine credit hours or more are taught.

Excluded: Visiting appointments of three years or less; research, in-residence, legal research and writing instructors, off-campus program associate, ESL Specialist (American Language Institute); part-time faculty, Deans, Chairs, endowed Chairs, all tenure and tenure track faculty; College of Law Faculty; superannuates; all managerial and supervisory employees; administrative and professional employees and all other employees.

- 2.2 The Employer shall not aid, promote, or finance any group or organization which purports to engage in collective bargaining on behalf of the Members or seeks to undermine the UT-AAUP's status as the Bargaining Unit's representative.
- 2.3 If, during the term of this Agreement, questions arise as to the bargaining unit status of one or more professional staff employees whose positions are not otherwise excluded in section 2.1 of this Agreement, the Parties shall meet promptly to discuss the status of the positions and shall attempt to reach agreement as to the positions' inclusion or exclusion from the Bargaining Unit. If the Parties are unable to reach agreement as to the status of the position within ten (10) calendar days from the commencement of the discussions, either party may petition the SERB for a determination of the status of the position. This procedure shall also apply to questions of this nature arising from mergers, acquisitions and expansions of the University.

**ARTICLE 3**  
**NON-DISCRIMINATION**

- 3.1 The Employer and UT AAUP agree that they shall not discriminate nor tolerate discrimination against any Member in matters of wages, hours, terms and other conditions of employment on the basis of race, color, religion, sex, age, national origin or ancestry, sexual orientation, gender identity and expression, genetic information, military or veteran status, a real or perceived disability, marital status, domestic partner status, political affiliation or any other characteristics protected by Federal or Ohio Law.
- 3.2 The Employer and UT-AAUP hereby express their strong opposition to and condemnation of all forms of sexual harassment.
- 3.3 The Employer shall not discriminate against any member of the bargaining unit for any activities on the behalf of the AAUP or for membership in the AAUP.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Except as expressly limited by the terms of this Agreement, the Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights, authority, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, and as specifically set out in R.C. §4117.08(C), whether exercised or not. Without limiting the generality of the foregoing, except where expressly stated in this Agreement, nothing contained herein shall in any way limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board acknowledges its duty to bargain in good faith over the employment effects of such actions if its managerial prerogatives have an effect on wages, benefits, hours or working conditions. Upon fulfilling said duty, the Board may implement its proposed actions.

Except as specifically modified by an express provision of this Agreement, none of the rights reserved exclusively to the Board shall be subject to the grievance procedure of this Agreement.

**ARTICLE 5**  
**FACULTY RIGHTS AND RESPONSIBILITIES**

5.1 **ACADEMIC FREEDOM**

- 5.1.1 Members are entitled to full freedom in both the physical or virtual classroom in preparing their courses, and discussing their subject. Members shall be careful not to introduce into their teaching controversial matter which has no relation to their subject.

5.1.2 Members are citizens, Members of a learned profession, and faculty of the University. When they speak or write as citizens, they shall be free from University censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they must remember that the public may judge their profession and the University by their utterances. Hence they must at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not speaking for the University.

## 5.2 PROFESSIONAL OBLIGATIONS

5.2.1 Members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end Members shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although Members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

5.2.2 As teachers, Members shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Members shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They shall respect the confidential nature of the relationship between professor and student. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students. They shall protect students' academic freedom.

5.2.3 As colleagues, Members have obligations that derive from common Membership in the community of scholars. Members shall not discriminate against or harass colleagues. They shall respect and defend the free inquiry of associates. In the exchange of criticism and ideas, Members shall show due respect for the opinions of others. Members shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues. Members shall accept their share of faculty responsibilities in the academic governance of the University.

**ARTICLE 6**  
**CONFLICT OF INTEREST**

To the extent that members may be subject to the Ohio Ethics Laws found in ORC §102 and §2921 they must file all notifications of conflicts of interest required by said statutes with the General Counsel of the University.

**ARTICLE 7**  
**ACADEMIC GOVERNANCE**

- 7.1 The vital importance of faculty participation in the making of academic policy is hereby recognized. The Faculty Senate is the organ through which the faculty speak on matters of academic policy and other matters not subject to collective bargaining.
- 7.2 The Employer will seek input from the Faculty Senate on the following matters: curriculum, including addition or elimination of academic courses, certificates, programs and degrees; academic rules, regulations, policies and standards regarding undergraduate students; and the reorganization of colleges and departments. Additionally, at such time as the University undertakes a university wide strategic planning process, the administration will seek input on nominations from the Faculty Senate Executive Committee for membership on each criteria team.
- 7.3 Notwithstanding the foregoing limitation, due to the institutional benefits to be derived from a robust culture of shared governance, the administration is committed to obtaining input from the Faculty Senate on major policy decisions of the University regardless of their particular subject matter and shall attempt to obtain such input to the degree it is reasonably practicable to do so.
- 7.4 The principle of faculty participation in the selection of academic officers is affirmed.
- 7.5 Department chairpersons are the primary interface between faculty and administration. The faculty of affected departments shall be given an opportunity to give input prior to the selection or renewal of their department chairperson.
- 7.6 Decisions made by the administration, under this article, shall be fully reported and explained to the Faculty Senate in written detail in order to allow the Faculty Senate to understand the rationale of a given decision.
- 7.7 With respect to this article, the UT-AAUP is restricted to the Grievance article and waives any and all right or ability to restrict or challenge decisions made by either the Board of Trustees or University Leadership. The UT-AAUP may contest only the Employer's failure to seek input from the Faculty Senate on the matters specifically set forth in Section 7.2 and not the content of any decision reached after such input has been sought.

**ARTICLE 8**  
**APPOINTMENT, RANK & ASSIGNMENT**

- 8.1 The UT-AAUP acknowledges that the Board of Trustees has adopted a workload policy pursuant to R.C. 3345.45 and that the Board of Trustees takes the position that workload has become a prohibited subject of bargaining by reason of the policy's adoption. The Board of Trustees likewise acknowledges that UT-AAUP takes the position that various aspects of its Members' employment obligations, including but not limited to appropriate credit for various duties, are not prohibited subjects of bargaining. However, in the interest of concluding a successor agreement following prolonged negotiations, the parties agree to the following language only for the duration of this contract without waiver or prejudice to the parties' to assert and maintain their positions in any future negotiations, bargaining or other labor employment related proceedings.

It is recognized that the University has a tripartite mission of teaching, professional activity and service. The parties recognize the complexity of establishing faculty workloads as a means to satisfy the tripartite mission. The parties further acknowledge the importance of all three components of the tripartite mission.

- 8.1.1 Lecturers are full-time non-tenure track faculty Members whose conditions of appointment are described in this article.

- 8.1.2 For nine (9) month faculty, the work year shall consist of two (2) semesters including the week before the beginning of the academic year but not including scheduled holidays, Fall Break, Thanksgiving Break, Winter Break and Spring Break.

- 8.1.2.1 Final examinations, if required by the instructor, shall be given during the period of the two (2) semesters set aside for such exams and not during the period set aside for instruction.

- 8.1.3 For twelve (12) month faculty the work year shall consist of twelve (12) months but not including scheduled holidays.

8.2 RANK

- 8.2.1 Assistant Lecturer: Members with three (3) or fewer years of service as a Lecturer.

- 8.2.2 Associate Lecturer: Members in their fourth (4<sup>th</sup>) through ninth (9<sup>th</sup>) year of service as a Lecturer.

- 8.2.3 Senior Lecturer: Members who have completed their ninth (9<sup>th</sup>) year of service as a Lecturer or who have held a Lecturer appointment since July 10, 1997.

### 8.3 ASSIGNMENT

- 8.3.1 Before making assignments to visitors and part-time faculty, the department Chair shall make assignments to the Member.
- 8.3.2 If an insufficient number of assignments exist in any given academic year for all Members in a department or program, the department Chair or program director shall make assignments by seniority to the most senior Member provided that the Member is qualified to perform the duties of the assignment.
- 8.3.3 The department Chair shall maintain an updated appointment list which shall list Members by seniority. In instances where more than one Member was hired in the same year, and if an insufficient number of assignments exists for those Members hired in the same year, assignments shall be made using the last four digits of the Member's Social Security number with the highest number receiving an assignment first.
- 8.3.4 Department Chairs shall notify Members of the courses and the number of course preparations the Member will be assigned eight (8) weeks prior to the beginning of the following term, recognizing that several factors, including enrollment, may cause the assignment to change prior to the beginning of a term. The UT course schedule shall include the name of the Member assigned to teach a course not later than seven (7) weeks prior to the beginning of the following term.

### 8.4 WORKLOAD

- 8.4.1 The average teaching load of full-time, non-tenure track faculty as adopted by the Board of Trustees over an academic year shall range between a maximum of thirty (30) credit hours per year and a minimum of twenty-four (24) credit hours per year. The number of work load hours shall depend upon the mix of a Member's teaching, service, and/or professional activity. The Member's teaching assignment shall be based on such considerations as class size, number of course preparations, the nature of the course, contact hours and the Member's other contributions to the Department, College, and University.
- 8.4.2 Assignment in excess of the maximum stated above may only be made by mutual agreement between the Member and the Chair of the Member's department.
- 8.4.3 A Member's assignment shall be equitably adjusted to account for election/appointment to AAUP Executive Board, University, Department, or College positions but shall not exceed 4 credit hours of reduced teaching load.
- 8.4.4 A Member's assignment shall be reduced by the number of hours purchased by the UT-AAUP for release time.

- 8.4.5 Each department, or equivalent unit, annually shall establish the workload for Members within that department, or equivalent unit, which are consistent with this agreement. Each individual's workload shall be fair and equitable.
- 8.4.6 The Department Chair, or equivalent administrative officer, shall consult with each Member of the unit prior to establishing each member's proposed workload. Members shall receive a written copy of their workload for review prior to transmittal to the Dean. A copy of each individual's workload shall be posted via hardcopy or electronic communication in the department three (3) days before transmittal to the Dean's office. Once made public within the department, or equivalent unit, each individual's workload shall be forwarded to the Dean and ultimately to the Provost for final approval.

## 8.5 SUMMER EMPLOYMENT

- 8.5.1 When departmental needs and available resources provide opportunities for summer employment, the Department Chair will assign full time faculty (either Tenured, Tenure-Track and/or Lecturers) who are qualified to teach and indicate a willingness to teach prior to offering the course to visiting or part-time faculty. For the summer 2015 the current published policies describing how such 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

## 8.6 INACTIVE STATUS

- 8.6.1 When the staffing needs in the Member's department or academic unit are such that a Member's services are not needed in that year, the Member will be placed on inactive status.
- 8.6.2 If the staffing needs in the Member's department are such that a Member is not needed in that year, the Member may request to be placed in another department. The Chair of the requested department will consider the Member's qualifications and experience in deciding whether to allow the Member to teach.
- 8.6.3 A Member placed on inactive status can remain in that status for up to twelve (12) months. Except as allowed under Article 27, no Member shall be placed on inactive status after the commencement of the academic term. During the inactive status period, if staffing needs again require the use of the Member's service, the department Chair must return the Member to active status based on seniority established by date of hire.

- 8.6.4 A Member returning to active status will return with the same seniority as when placed on inactive status.
- 8.6.5 A Member on inactive status shall be offered first right of refusal to teach as a part-time employee. A Member hired as a part-time employee will not be compensated at the Member's rate or be eligible for University benefits.
- 8.6.6 Members on inactive status will not receive salary or benefits as described in this contract. Once placed on inactive status, the Member will be provided a COBRA notice and given the opportunity to continue coverage at the COBRA rate at the Member's expense.

## 8.7 TERMINATION

- 8.7.1 A Member with the rank of Assistant Lecturer may be terminated after one (1) unsatisfactory annual evaluation.
- 8.7.2 A Member with the rank of Associate Lecturer may be terminated after two (2) unsatisfactory annual evaluations.
- 8.7.3 A Senior Lecturer may be terminated after receiving two (2) unsatisfactory annual evaluations in any rolling five (5) year period.
- 8.7.4 A Member may be terminated as a result of Corrective Action as described in Article 15 of this agreement.
- 8.7.5 A Member may be terminated if on inactive status for more than twelve (12) months.

## 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 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

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.

### 9.4 EVALUATIVE MATERIALS

9.4.1 The department Chair 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 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 9.4.1, 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.

## **ARTICLE 10 INSTITUTIONAL ENVIRONMENT**

10.1 An adequate working environment and supporting services are necessary for effective teaching, learning and research.

10.1.1 The Employer recognizes the importance of providing library systems and resources, both physical and virtual, responsive to faculty and student needs consistent with standards of quality recognized at a national level by higher education and program accrediting bodies and the Association of College and Research Libraries.

10.1.2 Members shall have same or similar access to the instructional support services, facilities, and clerical services of their academic department or instructional unit that are made for Tenured and Tenure Track Faculty.

## **ARTICLE 11** **COMPENSATION**

### 11.1 Salary Increases for 2014-2015.

11.1.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on August 18, 2014, shall receive an increase to base salary in the amount of two thousand dollars (\$2000.00) for the 2014-2015 academic year provided the member also meets one of the following additional criteria:

- The Member was employed as a member of the bargaining unit on March 31, 2014; or,
- The Member's annual salary as of August 18, 2014 was less than \$70,000.

11.1.2 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.

11.1.3 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.

### 11.2 Salary Increases for 2015-2016.

11.2.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2015, and still employed on August 17, 2015, shall receive an increase to base salary of two percent (2%) effective August 17, 2015.

### 11.3 Salary Increases for 2016-2017.

11.3.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2016, and still employed on August 15, 2016, shall receive an increase to the base salary of two percent (2%) effective August 15, 2016.

11.4 Salary Increases for 2017-2018.

11.4.1 Each 1.0 FTE bargaining unit member employed as a member of the bargaining unit on March 31, 2017, and still employed on August 15, 2017, shall receive an increase to the base salary of two percent (2%) effective August 15, 2017.

11.5 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.

11.6 Minimum Base Salaries.

Effective August 18, 2014, the minimum base salaries are set out below:

Assistant Lecturer	\$45,000
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.

11.7 Summer Assignment and Compensation.

11.7.1 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.

11.7.2 If a course assigned to a bargaining unit member is cancelled, the bargaining unit member has no right to be assigned an alternative course and no right to bump other bargaining unit members or non-bargaining unit members from their assigned course.

- 11.7.3 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.
- 11.7.4 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.
- 11.7.5 This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.
- 11.7.6 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.
- 11.8 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.
- 11.9 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:

2014-2015 through 2017-2018 Academic Years	
To Associate Lecturer	\$1,500
To Senior Lecturer	\$3,000

- 11.10 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.

- 11.11 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.
- 11.12 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.

## **ARTICLE 12** **HEALTH CARE BENEFITS**

- 12.1 Through June 30, 2018, 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.
- 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 2015.
- 12.3 Effective January 1, 2016, 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 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. In each calendar year of this Agreement, the 20% premium rate will not exceed 15% of the prior year's rate.
- 12.4 Prescription drug co-payments shall be as set forth in Appendix D.

## 12.5 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.

## 12.6 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” being defined as in the 2008 University health plan.

## 12.7 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.

## 12.8 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.

# **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) months 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 \$56.00 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. Members will have free access to the Rec Center, to promote wellness in accordance with policies in effect on August 1, 2008.

### 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.

### 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.

### 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.

## **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).
- 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.

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.

### **ARTICLE 15** **CORRECTIVE ACTION**

15.1 The Employer shall not impose discipline except for just cause. The employer subscribes to the principles of progressive discipline except in instances when summary action is called for. Any disciplinary action shall be predicated upon written charges.

15.2 When the Employer has reason to believe an incident(s) has occurred which might constitute grounds for discipline, it shall investigate prior to the application of Section 15.3 below. Interviews with the Member and others may be conducted during any such investigation. Before such interview occurs, with a Member under investigation, and/or when a Member is advised that he/she is the subject of an investigation under an Employer policy, an Employer representative will advise the Member in writing of the Member's right to be represented by the UT-AAUP and/or its legal representative during

any interview and/or at any meeting or hearing that the Member has with the investigating body. An interview conducted pursuant to an Employer policy, including but not limited to policies on sexual harassment or misconduct in research, is an “investigative interview.”

Where the Member indicates a desire to be represented by the UT-AAUP and/or its legal representative, the investigative interview, meeting or hearing will not proceed without a UT-AAUP representative in attendance. Notwithstanding, in no event shall the Employer have to delay or postpone a specific interview, or meeting or hearing more than once to allow for such representation.

If the Employer interviews the Member as part of the investigation, the Employer will inform the Member of his/her Garrity Rights prior to the interview that is being conducted as part of the investigation that could result in disciplinary action against the Member. The Member will also be advised that (1) his/her statements during the interview will not be used against him/her in any subsequent criminal proceedings that might take place, and (2) his/her failure to answer questions during the interview will subject him/her to disciplinary action up to and including termination of employment.

15.2.1 When, in the judgment of the President, or designee, the presence of a Member on Employer property presents a threat to the health or safety of the Member or other Members of the University community, or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any Member or of the University community as a whole, the President, or designee, may suspend the Member pending the disposition of the disciplinary process provided for under this Article. Such suspension shall be with pay. The President, or designee, may also direct that the Member be removed and barred from Employer property.

15.3 The recommendation of any person, committee, panel or council authorized by Employer Policy to discipline a Member (including termination), shall be forwarded to the Office of the Provost. In such event, a pre-disciplinary hearing shall be convened to discuss the charges against the Member and provide the Member with an opportunity to present the Member’s case. The Member shall be given the opportunity to be accompanied by an UT-AAUP representative and/or its legal representative. The Employer shall notify the Member and the UT-AAUP in writing at least seven (7) days prior to the pre-disciplinary hearing, of the purpose of the meeting, the charges under consideration and the Member’s right to be accompanied by the UT-AAUP at the pre-disciplinary hearing. Upon written request, the Employer will provide the Member or the UT-AAUP any public record as defined in ORC Section 149.43 that the Employer has relative to the charges against the Member.

Prior to the pre-disciplinary hearing, the Employer will inform the Member of his/her Garrity Rights; that (1) his/her statements during the interview will not be used against him/her in any subsequent criminal proceedings that might take place, and (2) his/her failure to answer questions during the hearing will subject him/her to disciplinary action up to and including termination of employment.

An Employer representative, who has not previously participated in the investigation at issue, will conduct the pre-disciplinary hearing. The Member and the UT-AAUP will be provided with notice of the disposition of the charges within thirty (30) days (or such longer time as may be specified in the Employer policy) after the close of the pre-disciplinary hearing. If the disposition includes a recommendation of disciplinary action, such discipline shall be implemented as set forth in Section 15.4.

- 15.4 Reprimands may be issued to a Member by the Member's Dean, the Provost, or the President. Suspension of Members may only be issued by the President, or designee. Dismissal of Members for cause may only be implemented by a formal written Notice of Dismissal, together with reasons therefore and a bill of particulars, issued by the President. Discipline issued under this article can be grieved on substantive and procedural grounds at the external arbitration level.
- 15.5 The Employer and UT-AAUP shall exert their best efforts to keep any or all allegations, including sexual harassment, made against a Member of the Bargaining Unit confidential unless and until a final decision is rendered by appropriate authority determining the guilt or innocence of the Member of the Bargaining Unit.
- 15.6 Evaluations and assessments shall not be construed as discipline.

## **ARTICLE 16 GRIEVANCES**

- 16.1 The parties agree that, whenever possible, disputes should be resolved informally at the lowest level. To that end, all Members and administrators are encouraged to engage in free and open communication in the airing of differences.
- 16.2 **DEFINITIONS**
  - 16.2.1 A "grievance" is a complaint or allegation by a Member or Members, or by the UT-AAUP that there has been a violation, misinterpretation or improper application of the provisions of this Agreement. Unless specifically modified within this Agreement, all provisions of this Agreement are subject to this Grievance Procedure.
  - 16.2.2 The Management may, by written notice, schedule a meeting with the representatives of the UT-AAUP to discuss any issue of concern to the Management regarding the interpretation or application of the provisions of this Agreement. If the parties are unable to resolve the issue, the Management may, within twenty (20) days, following the meeting of the parties, submit the issue to external arbitration under section 16.3.3 et seq.

- 16.2.3 The time limits indicated in this Article shall be considered maximum unless extended by mutual agreement in writing.
  - 16.2.4 Upon failure of a hearing officer to provide a written response to the offices of the UT-AAUP and the Employer's designee and the grievant within the time limits provided in this Article, the Union may appeal to the next step.
- 16.3 If the matter is not resolved informally, a formal grievance may be filed. The official grievance form in Appendix B must be used to file the grievance.

16.3.1 INITIAL FILING

The aggrieved Member(s) shall present the grievance through UT-AAUP, in writing, on the official grievance form to the Employer's designee within twenty (20) days following the act or omission giving rise to the grievance, or the date the Member(s) knew or could reasonably have been expected to know of such act or omission. The written grievance on the official grievance form in Appendix B shall state the nature of the grievance, the dates when the act or omission giving rise to the grievance occurred, the contractual provisions allegedly violated, the remedy sought and be signed by the grievant. The Employer's designee will review the grievance and promptly forward the grievance to the appropriate Administrative level for hearing within ten (10) days of receipt, with notice to the grievant(s) and the UT-AAUP. The Administration levels to which a grievance may be presented include:

Department Chairperson  
College Dean  
Provost

16.3.2 GRIEVANCE HEARINGS

Upon receipt of a grievance from the Employer's designee, the Department Chairperson, or other appropriate immediate supervisor, the Administrative level to which the grievance has been assigned shall arrange for a meeting with the grievant and a UT-AAUP representative to take place within ten (10) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within ten (10) days following the meeting, the supervisor hearing the grievance shall send a written response to the grievance, including reasons, on the original grievance form, to the Employer's designee with concurrent copies to the grievant and UT-AAUP. If the grievant or the UT-AAUP does not accept the answer provided at this step, either may, within ten (10) days, appeal, on the appeals form, to the Employer's designee to have the grievance reviewed at the next administrative level. The Employer's designee shall then promptly forward the grievance to the appropriate next administrative level within ten (10) days. If the UT-AAUP does not accept the answer provided by the Provost, it may appeal to external arbitration.

### 16.3.3 EXTERNAL BINDING ARBITRATION

16.3.3.1 UT-AAUP shall have the sole right to submit a grievance filed by the union or a Member to final and binding arbitration by an external arbitrator. Such appeal shall be filed, in writing on the appeals form, to the Employer's designee, within ten (10) days after receipt of the Provost's decision.

16.3.3.2 Upon a submission to external arbitration, representatives of the UT-AAUP and the Employer's designee or designee shall meet within fifteen (15) days to select an arbitrator. In the event the parties are unable to mutually agree upon the selection of an arbitrator, the selection shall be made by asking the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) names. The moving party will be responsible for the cost of the initial panel. Either party has the right to request a second panel. The requesting party will be responsible for the full cost of such panel. The parties shall strike names alternatively from the panel, with the party to strike the first name determined by a flip of a coin. The union representative(s) and management representative(s) shall immediately arrange for a meeting to expeditiously select the arbitrator that satisfies both interested parties. The arbitrator's decision shall be final and binding upon the parties and shall be rendered within thirty (30) days after the arbitration hearing record is closed. The cost of arbitration shall be borne equally by UT-AAUP and the Employer.

### 16.4 REMEDIES

External arbitrators and all officers hearing a grievance shall be bound by the following:

16.4.1 They shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement.

16.4.2 Their decisions shall be limited to only the question or questions submitted for their decision.

16.4.3 They shall not render any decision which would result in the violation of this Agreement or a public statute or regulation.

16.4.4 They shall make no award which provides a Member compensation greater than would have resulted had there been no violation.

- 16.5 Any grievance not otherwise specifically limited by this Agreement can be heard on substantive or procedural grounds. Grievances may be amended up to and including the Dean level.
- 16.6 Suspensions or dismissals may be appealed by UT-AAUP directly to external arbitration.
- 16.7 A Member who participates in a grievance procedure will not be subject to disciplinary reprisal because of such participation.
- 16.8 Any relevant information in possession of the employer pertaining to a grievance that is needed by UT-AAUP to investigate and process a grievance will be provided to UT-AAUP within five (5) days of a written request.
- 16.9 Individual grievants may have private counsel present at their own expense in any or all grievance proceedings. However, such counsel may not participate in the proceedings except as a silent observer.

**ARTICLE 17**  
**NO STRIKE/NO LOCKOUT**

- 17.1 The UT-AAUP and its officials will not cause, support, or condone, nor shall any member or members take part in any strike, slow down or work stoppage of any kind during the life of this Agreement.
- 17.2 The Employer shall not conduct a lockout of bargaining unit members during the term of this Agreement.
- 17.3 Any member of the bargaining unit who engages in any activity in violation of Section 17.1 above during the term of this Agreement shall be subject to discipline up to and including dismissal as determined by the University.

**ARTICLE 18**  
**UT-AAUP**

- 18.1 The UT-AAUP shall be permitted reasonable use, to the extent permitted by law, of University facilities and services on the same basis and at the same cost as recognized campus organizations.
- 18.2 The Employer will make available space in University Hall to be utilized by UT-AAUP for an office. UT-AAUP shall be responsible for the costs of telephone installation and service, if same is desired by them. Should this space become unavailable because of renovation or changes in facility usage, the Employer will make other space on Bancroft campus available.

### 18.3 Release Time

The UT-AAUP shall be permitted to purchase thirty-six (36) credit hours of release time for its negotiating committee members and/or officers each semester of the academic year. The UT-AAUP will pay the credit hour cost at the base rate of \$750 up to a cap of \$1000 with documentation of costs above \$750 for each semester.

Summer School release time shall be permitted to be purchased at the actual salary cost (cost of fringe benefits not included). UT-AAUP shall provide written notice to the Chair of the Department of the UT-AAUP officer(s) within that Department thirty (30) days prior to the commencement of the semester and/or summer school session of the UT-AAUP officer(s) who will be on release time. Once notified, the member's teaching load will reflect the requested course release. Activities performed under this Article for UT-AAUP may be considered University service for purposes of faculty evaluation.

### 18.4 The regular UT-AAUP dues shall be established under the terms of the UT-AAUP Constitution and certified to the Employer by the UT-AAUP. The payroll deduction of the regular UT-AAUP dues or Fair Share Fees shall be made on each pay day in each month during which the member is in active pay status.

18.4.1 Effective sixty (60) days following the beginning of employment, members of the bargaining unit who are not members of the UT-AAUP shall pay to the UT-AAUP a Fair Share Fee. This does not require any member of the bargaining unit to become a member of the UT-AAUP, nor shall the Fair Share Fee exceed dues paid by members of the UT-AAUP who are in the bargaining unit. The UT-AAUP shall prescribe an internal rebate procedure which conforms to Federal Law and to § 4117.09 (C) Ohio Revised Code. The deduction of a Fair Share Fee from the payroll checks of members of the bargaining unit and its payment to the UT-AAUP is automatic and does not require the authorization of the member. Payments by members holding religious conscientious objections shall be governed by § 4117.09 (C) Ohio Revised Code. No member of the bargaining unit shall be required to become a member of the UT-AAUP as a condition for securing or retaining employment.

18.4.2 The UT-AAUP shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability or costs that arise out of, or relate to, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

18.4.3 The Employer agrees to make every effort to forward checked-off dues to the UT-AAUP within two weeks following the second pay day of each month, but no later than thirty (30) days.

**ARTICLE 19**  
**ENTIRE AGREEMENT**

19.1 The parties acknowledge that each had the full right to make proposals with respect to any subject, and that, after exercising that right, all the parties' understandings are set forth in this Agreement. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

**ARTICLE 20**  
**SEPARABILITY**

Shall any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with any applicable law or public regulation, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good faith bargaining for replacement language.

The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

**ARTICLE 21**  
**LABOR-MANAGEMENT MEETINGS**

The parties agree to hold bi-monthly Labor-Management meetings at a mutually agreed upon time schedule between the "Employer's" designee, UT-AAUP President and the UT-AAUP Executive Officer for Lecturer Affairs. If any agenda item pertains to the Bargaining Unit, the UT-AAUP President may bring a representative(s) of the Bargaining Unit to the Labor-Management Meeting. The parties will exchange agendas at least two (2) days prior to the scheduled meeting time. Additional meetings may be scheduled by mutual agreement.

**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, 2014.

The Agreement shall remain in effect through June 30, 2017, upon which time the second Agreement will become effective from July 1, 2017 through June 30, 2018. The parties agree to commence negotiations for a successor agreement no later than March 1, 2018, subject to the provisions of ORC Chapter 4117.

**ARTICLE 23**  
**DISTRIBUTION OF AGREEMENT**

Within thirty (30) calendar days after this Agreement has been ratified and signed by the parties, the Employer shall have this Agreement printed at its expense and distributed to all currently employed Members. Thereafter, all new Members shall be provided a copy of this Agreement by the Employer within fifteen (15) days of being employed. In the event a Member does not receive this Agreement as provided above, the Employer shall distribute one to such Member within ten (10) days of the Employer's designee being informed that such Member did not receive the Agreement. If the UT-AAUP requests additional copies of the Agreement, such copies shall be provided and the UT-AAUP will reimburse The University of Toledo the actual cost for the reproduction.

**ARTICLE 24**  
**ELIGIBILITY FOR TENURE-TRACK POSITIONS**

If a tenure track position becomes available in a Member's area of expertise, any Member who qualifies for that position shall be guaranteed an initial interview for the job. When the Employer decides to conduct a search to fill a new or vacant tenure track position, the Chair of each Department in which the vacancy exists shall provide written notification of the search and a job description for the tenure track position to Members in the Department.

**ARTICLE 25**  
**DISTANCE & E-LEARNING**

Distance learning is an alternative delivery mode of educational instruction that is afforded the same status, and will follow the same policies and procedures for purposes of this Agreement, as traditional classroom teaching with regard to both faculty rights and the role and responsibilities of the department chair.

- 25.1 Development of a distance and e-learning ("DL") course or substantial revision to an existing DL course receiving significant financial support as set out in Article 28 must be approved by the Program Director, if applicable, the Department Chair and the Dean of the College. The development of new distance and e-learning program(s) and the courses associated with the new program(s) are subject to the same department, college and university procedures for review and approval as traditional classroom course(s). Bargaining unit members have the right of first refusal with regard to the development of new DL courses, new DL versions of courses or the substantial revision of an existing DL course.
- 25.2 Approval for significant financial support to develop or substantially revise an existing DL course will be made by the Provost or designee. Article 28 shall govern the ownership of the work product and course materials.

- 25.3 As the Provost's designee, e-learning and Academic Support will make a payment of \$3500 to the authoring faculty for a new DL course or substantial revision to an existing DL course. Faculty who develop and teach said course will receive full payment of \$3500. Prior to developing or revising a course with e-learning and Academic Support the authoring faculty and the department chair will sign an agreement that identifies the amount to be paid, terms of payment, and confirms the University's ownership of the copyright and course materials. That given, the faculty member will have the final say on the content of the course. The University owns all rights and copyright responsibilities for DL courses that are developed and paid pursuant to this Article after February 1, 2007, by the tenured faculty, tenure-track faculty and lecturers.
- 25.4 Faculty Members and instructors may receive compensation only for the development of two (2) DL courses per year. An exception to this limitation may be possible for the development of a third (3<sup>rd</sup>) course in any given year, provided the course development has the approval of the Provost or designee.
- 25.5 In the first three academic years of the initial offering of a new DL course the faculty member who created the new DL course(s) shall be given first preference to teach up to two sections of the course(s) per semester including summer, if offered. First preference will apply as long as all course offerings and curricular needs within the department are satisfied.

## **ARTICLE 26**

### **OUTSIDE EMPLOYMENT AND ACTIVITIES**

- 26.1 "Outside employment" means employment, including self-employment, which is not contracted for through the University and for which any remuneration paid is not paid through the University.
- 26.1.2 Members are expected to devote their professional efforts during the academic year to regular University assignments. Members shall not engage in outside employment nor participate in activities that interfere with the member's full time responsibility.
- 26.1.3 A member may with prior written administrative approval, which shall not be unreasonably denied, devote additional time to other employment. Approval will not be denied unless it can be established that outside employment will interfere with members' University responsibilities
- 26.1.4 A member who intends to engage in outside employment shall promptly report in writing the nature and extent of the proposed commitment to the member's department chairperson or appropriate supervisor on the annual reporting form. Such reporting shall be renewed each academic year. Such reporting will only be required on an annual basis unless the extent of outside employment changes significantly in the interim. The chairperson or appropriate supervisor shall forward a copy of all approved applications to the appropriate dean and the Provost.

- 26.1.5 A member engaged in outside employment or activities, with or without compensation, shall not use the name of the University to suggest institutional endorsement or support of a non-University enterprise nor the name of the University on stationery, business cards, or promotional literature for such outside activity. However, the member can utilize his University title for identification purposes. A member shall not teach regular classes at another college or university during the academic year without prior written approval by the Provost.
- 26.1.6 Before University space, services, supplies or equipment may be used in the performance of any outside activity, written permission must be obtained in advance from the Dean. Appropriate usage fees must be disclosed in writing to the member, who will then be responsible for payment to the University for any such space, services, supplies or equipment used.

**ARTICLE 27**  
**FINANCIAL EMERGENCY PRINCIPLES AND PROCEDURES**

- 27.1 Should the Employer reasonably anticipate the existence of a financial crisis of such severity that it cannot be alleviated without terminating the appointment of Members (“financial emergency”), the Employer will address the financial emergency with UT-AAUP through the process set forth in Article 19.0, sections 19.1–19.5 Financial Emergency Principles and Procedures of the parties Collective Bargaining Agreement covering the Tenured, Tenure-track bargaining unit. That process is also included here in sections 27.2 and 27.3. The Employer and the UT-AAUP recognize that the process set forth here in sections 27.2 and 27.3 and in Article 19.0 of the Tenured, Tenure-track agreement are intended to be one single process which addresses the issues of financial emergency described therein.
- 27.2 The data upon which the Employer bases its anticipation of financial emergency and the savings which the Employer deems necessary to effect shall be presented to the UT-AAUP. The Employer shall also provide any relevant additional information in its possession which the UT-AAUP may request within ten (10) calendar days following the receipt of the initial Employer data. The Board shall not act upon recommendations from either party until the Financial Emergency Implementation Committee (FEIC) described below has made its recommendation or sixty (60) calendar days have passed from the Board's full provision of data to UT-AAUP whichever is sooner. No layoff of Members will take place until full implementation of this Article is completed.
- 27.3 Upon declaration by the Board that a financial emergency exists, the Provost or designee and the President of UT-AAUP will be charged with establishing a Financial Emergency Implementation Committee (FEIC) which shall have equal representation by the parties. The Provost or designee and the President of UT-AAUP shall monitor the process and plans of the FEIC and assure that the FEIC accomplishes the following:

- 27.3.1 Make recommendations of alternatives which would result in minimum deterioration of existing academic programs and which would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem (The FEIC shall not consider the possible methods used to relieve the financial emergency listed below in any kind of priority ranking);
- 27.3.2 Investigate and recommend ways to relieve the emergency by means of initiating mechanisms for income generation;
- 27.3.3 Investigate and recommend ways to relieve the emergency by means of cost-reduction methods, including: reduction of support staff and administrative personnel and services; encouragement of voluntary early faculty retirement, leaves of absence, and resignations through financial inducements including "buy-out" plans; reduction in internal funds allocated to research and equipment; reduction in the number of graduate assistants; replacement of part-time, visiting, retiring, superannuate, resigning and non-tenured faculty with existing tenured faculty Members where qualified to teach, across-the-board concessions with respect to salaries and/or fringe benefits by administrative, staff and faculty personnel; planning and implementation of long-term reduction in size or elimination of colleges, departments or parts of departments, programs or parts of programs where the educational mission of the institution as a whole would not be jeopardized;
- 27.3.4 Investigate and recommend elimination of inessential activities.
- 27.4 The FEIC shall make a good faith effort to arrive at its recommendations within a sixty (60) calendar day period from the Board's full provision of data to UT-AAUP regarding the anticipated financial crisis, or any extension thereto which may be granted by the Board.
- 27.5 If the recommendation involves the reduction or discontinuance of a program, department or college, the FEIC shall establish its priorities based upon the long-term enrollment projections, the role of the programs in fulfilling the missions both of the University as a whole and the continued accreditation of academic units, the effect on joint programs with other institutions and the impact on the students registered in the programs. Should retrenchment in academic programs become necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.
- 27.6 Should the Board determine that the recommendations of the FEIC are not sufficient to relieve the financial emergency, the Board shall have the right to act on its own initiative as to layoffs but, nevertheless, shall apply the principles specified in this Article. There shall be full disclosure of the financial data, rationale, and resulting decisions based on the Board's deliberations. Efforts shall be continued to encourage early voluntary retirements, leaves of absence and resignations. In the case of Members designated for

layoff, every effort shall be made to bring about their reassignment, accompanied by appropriate retraining, to open faculty positions in other programs.

- 27.7 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial emergency. However, if it is determined through the process that layoffs are to occur, the following steps will be taken in order:
- 27.7.1 The teaching of overloads in an affected department shall be eliminated.
- 27.7.2 Any category of faculty other than full-time shall be released first.
- 27.7.3 Non-tenured Members in an affected department shall be laid off before tenured Members in that department. The order of layoff shall be: Non-tenured, non-tenure-track and non-bargaining unit faculty starting with part-time faculty and/or visitors; Members of this bargaining unit covered by this agreement, in reverse order of full-time continuous service to the University; Tenure-track faculty and Tenured faculty.
- 27.8 Where the length of full-time continuous service is equal, layoff shall be made using the last four digits of the Member's social security numbers with the lower number being laid off before the higher number.
- 27.9 Laid off Members shall have the right of expedited use of the grievance procedure herein as to whether the principles of this Article have been properly applied in their case.
- 27.10 If a Member is laid off under the terms of this Article, the Member shall receive notice, or salary in lieu thereof, of at least three (3) months.
- 27.11 Laid off Members' names shall be placed on inactive status and shall remain on the list for twelve (12) months. The University may not fill a position in the bargaining unit in a discipline in which a laid off Member is qualified to teach unless the laid off Member has been offered re-appointment and has been given at least thirty (30) calendar days within which to accept or decline the re-appointment.
- 27.12 Laid off Members shall have the right to continue to participate, at the Members' expense, at group rates, in the University's health insurance benefit programs according to requirements and time limits under COBRA and to participate in the University's life insurance for a period of twelve (12) months.

**ARTICLE 28**  
**DISCOVERIES, INVENTIONS, PATENTS AND COPYRIGHTS**

28.1 DISCOVERIES, INVENTIONS OR PATENTS

28.1.1 The parties agree to incorporate by reference herein Ohio Revised Code §3345.14, which is included as Appendix C to this Agreement.

28.1.2 Recognizing that time is of the essence in the protection of the legal interests of both the University and its employees in their discoveries, inventions or patents, it shall be the duty of each Member to:

28.1.2.1 Report in writing to the body established by the BOT to consider patent matters, all discoveries, inventions or patents resulting from research or investigations made as set forth in sections 28.1.1 and 28.1.2 above as soon as practical and prior to public disclosure after the conception or reduction to practice of the discovery, patent or invention. Such report shall include all the information requested in a standard disclosure form promulgated by the BOT, or its appointed designees, to consider patent matters.

28.1.2.2 Cooperate with agents of the BOT to secure all legal protection for such discoveries, inventions, or patents including preparation and signing of all papers attendant thereto.

28.1.2.3 Assist the University in perfecting its ownership interests in patents by executing the appropriate assignment documents.

28.1.2.4 Cooperate with and assist the BOT, or its appointed designees, to enable the evaluation, marketing and licensing of the submitted discovery, invention or patent.

28.2 COPYRIGHTS

28.2.1 In accordance with the custom established in institutions of higher education, copyright ownership of textbooks and manuscripts and royalties resulting therefrom belong to the author(s) thereof unless the copyrightable material is generated with significant use of University facilities or significant financial support from the University. Such materials or works shall include Member-authored books, journal articles, research studies, musical works, syllabi, distance learning courses, workbooks, examinations, and tests.

28.2.1.1 “Significant use” shall mean the use of University-owned facilities or agencies by the Member, without payment to the University, in which more than fifty percent (50%) of the cost of creating the work in its final form is borne by the University.

- 28.2.1.2 “Significant financial support” shall mean University financial support in the form of money or released time beyond the normal assignment or salary, which constitutes over fifty percent (50%) of the cost of creating the work in its final form.
- 28.2.2 A copyrightable material or work shall be owned by the University if:
- 28.2.2.1 The work is prepared by a Member, entirely as a part of the Member’s designated duties as an employee, as a work made for hire; such works made for hire as a part of the Member’s designated duties shall not include those originated by a Member as described in section 28.2.1 above.
  - 28.2.2.2 The author or creator of the material or work has been specially ordered or commissioned by the University to create or produce the materials for which the Member received compensation from the University other than or in addition to normal assignment or salary from sources administered by the University or State of Ohio.
  - 28.2.2.3 Bargaining Unit Members shall use the following notice when displaying University-owned copyrighted material: "Copyright or © (year), The University of Toledo. All rights reserved."
  - 28.2.2.4 Notwithstanding the above, the University may contract for sponsored research or investigation which includes the use of its facilities and/or employee's services and in which the ownership of copyrightable subject matter resulting from such sponsored research is at variance from sections 28.2.1 and 28.2.2 above.
- 28.3 The legal title to all University owned inventions, discoveries, patents and copyrightable works and materials upon creation shall be vested in the University. Such title shall be vested either by operation of law or by express assignment of the patent or copyright by the inventor or author.
- 28.4 In the event that income is derived through the external licensing, use, sale or other disposition of University owned inventions, discoveries, patents or copyrightable works or materials, such income shall be allocated as follows:
- 28.4.1 The inventor(s) or author(s) of such income producing inventions, discoveries, patents or copyrightable works or materials will be first reimbursed for any direct out-of-pocket expenses incurred in the preparation of such inventions, discoveries, patents or copyrightable works or materials, provided that the necessary records and receipts are submitted to and approved by the Provost or designee.

- 28.4.2 Remaining income, after paying the inventor's or author's direct out-of-pocket expenses, shall be retained by the University until it recovers all its direct expenses associated with the creation, marketing and licensing of the inventions, discoveries, patents or copyrightable works or materials.
- 28.4.3 Further income, after the University has recovered its direct expenses, shall be divided between the University and the inventor(s) or author(s) of inventions, discoveries, patents or copyrightable works or materials in the following manner: Forty percent (40%) of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional ten percent (10%) of the net funds will be placed in an account to support the inventor's ongoing University research; five percent (5%) of the net funds will be placed in an account to be used for College purposes by the Dean(s) of the College(s) in which the inventor(s) has (have) primary appointment; five percent (5%) the net funds will be placed in an account to be used for departmental purposes by the Chair(s) of the Department(s) in which the inventor(s) has (have) primary appointment; and the balance of the net funds will accrue to the University.

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THIS AGREEMENT WAS AGREED UPON AND RATIFIED BY THE PARTIES ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

## 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 Guild 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 SB 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 five (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 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) 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 to any one illness recurring illness, or accident.

- 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 hour 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 -  
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.

**APPENDIX B**

**GRIEVANCE FORM**

**LECTURERS BARGAINING UNIT**

\_\_\_\_\_  
**NAME OF GRIEVANT**

\_\_\_\_\_  
**DEPARTMENT**

**Description of Grievance:**

**Date of Occurrence as defined in Section 20.3.1:**

**Articles in Question:**

**Remedy Sought:**

**Filing Date:** \_\_\_\_\_

**Grievant's Signature:** \_\_\_\_\_

**UT-AAUP Representative:** \_\_\_\_\_

Original to the Office of Faculty Labor Relations and a Copy to UT-AAUP

If additional sheets need to be attached to the Grievance Form to provide additional space for description, remedies, explanations or responses, please make reference to such attachments in the appropriate place on this form.

*Date Received by Office of Faculty Labor Relations:* \_\_\_\_\_

**Sent to:** \_\_\_\_\_ **for hearing on** \_\_\_\_\_

<b>Department Chairperson's Response:</b>	
_____	_____
<b>Signature of Respondent</b>	<b>Date</b>

**I (We) wish to appeal to the next step.**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Signature of appellant**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**UT-AAUP Representative**

**Date Received by Office of Faculty Labor Relations:** \_\_\_\_\_

**Sent to:** \_\_\_\_\_ **for hearing on** \_\_\_\_\_

<b>Dean's Response:</b>	
_____	_____
<b>Dean's Signature</b>	<b>Date</b>

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Signature of appellant**

**UT-AAUP Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Received by the Office of Faculty Labor Relations:** \_\_\_\_\_

Sent to: \_\_\_\_\_ for hearing on \_\_\_\_\_

<b>Provost's Response:</b>	
_____	_____
<b>Provost's Signature</b>	<b>Date</b>

**UT-AAUP wishes to appeal to the**

\_\_\_\_\_  
**Internal Arbitration Board (IAB)**

\_\_\_\_\_  
**UT-AAUP Representative**

**Date Received by Office of Faculty Labor Relations:** \_\_\_\_\_

**Board Members named by President of University**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Board Members named by President of UT-AAUP**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date(s) of Internal Arbitration Board hearing:** \_\_\_\_\_

**The Internal Arbitration Board Decision and Order shall be attached following this page.**

## APPENDIX C

### Ohio Revised Code Section 3345.14

#### **3345.14 Rights to discoveries or inventions to be university property; disposition of income therefrom; rules governing acceptance of financial interest in firm or corporation licensing or purchasing college or university's interest in discoveries or inventions**

(A) As used in this section, “state college or university” means any state university or college defined in division (A)(1) of section 3345.12 of the Revised Code, and any other institution of higher education defined in division (A)(2) of that section.

(B) All rights to and interests in discoveries, inventions, or patents which result from research or investigation conducted in any experiment station, bureau, laboratory, research facility, or other facility of any state college or university, or by employees of any state college or university acting within the scope of their employment or with funding, equipment, or infrastructure provided by or through any state college or university, shall be the sole property of that college or university. No person, firm, association, corporation, or governmental agency which uses the facilities of such college or university in connection with such research or investigation and no faculty member, employee, or student of such college or university participating in or making such discoveries or inventions, shall have any rights to or interests in such discoveries or inventions, including income therefrom, except as may, by determination of the board of trustees of such college or university, be assigned, licensed, transferred, or paid to such persons or entities in accordance with division (C) of this section or in accordance with rules adopted under division (D) of this section.

(C) As may be determined from time to time by the board of trustees of any state college or university, the college or university may retain, assign, license, transfer, sell, or otherwise dispose of, in whole or in part and upon such terms as the board of trustees may direct, any and all rights to, interests in, or income from any such discoveries, inventions, or patents which the college or university owns or may acquire. Such dispositions may be to any individual, firm, association, corporation, or governmental agency, or to any faculty member, employee, or student of the college or university as the board of trustees may direct. Any and all income or proceeds derived or retained from such dispositions shall be applied to the general or special use of the college or university as determined by the board of trustees of such college or university.

(D)(1) Notwithstanding any provision of the Revised Code to the contrary, including but not limited to sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code, the board of trustees of any state college or university may adopt rules in accordance with section 111.15 of the Revised Code that set forth circumstances under which an employee of the college or university may solicit or accept, and under which a person may give or promise to give to such an employee, a financial interest in any firm, corporation, or other association to which the board has assigned, licensed, transferred, or sold the college or university's interests in discoveries or inventions made or created by that employee or in patents issued to that employee.

(2) Rules established under division (D)(1) of this section shall include the following:

(a) A requirement that each college or university employee disclose to the college or university board of trustees any financial interest the employee holds in a firm, corporation, or other association as described in division (D)(1) of this section;

(b) A requirement that all disclosures made under division (D)(2)(a) of this section are reviewed by officials designated by the college or university board of trustees. The officials designated under this division shall determine the information that shall be disclosed and safeguards that shall be applied in order to manage, reduce, or eliminate any actual or potential conflict of interest.

(c) A requirement that in implementing division (D) of this section all members of the college or university board of trustees shall be governed by Chapter 102 and sections 2921.42 and 2921.43 of the Revised Code.

(d) Guidelines to ensure that any financial interest held by any employee of the college or university does not result in misuse of the students, employees, or resources of the college or university for the benefit of the firm, corporation, or other association in which such interest is held or does not otherwise interfere with the duties and responsibilities of the employee who holds such an interest.

(3) Rules established under division (D)(1) of this section may include other provisions at the discretion of the college or university board of trustees.

(E) Notwithstanding division (D) of this section, the Ohio ethics commission retains authority to provide assistance to a college or university board of trustees in the implementation of division (D)(2) of this section and to address any matter that is outside the scope of the exception to division (B) of this section as set forth in division (D) of this section or as set forth in rules established under division (D) of this section.

**APPENDIX D**

**OBA/FrontPath (Grandfathered Plan)  
SCHEDULE OF BENEFITS (Effective 1-1-15)**

This is only a summary schedule of the Benefits, please refer to the Plan Document for a complete understanding of the Benefits of this Plan. (<http://hr.utoledo.edu>)

All Covered Expenses are subject to Reasonable and Customary guidelines.

PLAN PROVISIONS	(Front Path & PHCS Networks)	Non-Network
EMBEDDED DEDUCTIBLES		
Single	\$100	\$300
Single Plus One	\$200	\$600
Family	\$300	\$900
COINSURANCE	90/10	70/30
COINSURANCE LIMITS		
Single Calendar Year	\$1,000	\$4,000
Single Plus One Calendar Year	\$2,000	\$6,000
Family Calendar Year	\$3,000	\$8,000
OUT OF POCKET MAXIMUM (Deductible + Coinsurance Limit) Single Calendar Year Single Plus One Calendar Year Family Calendar Year	\$1,100 \$2,200 \$3,300	\$4,300 \$6,600 \$8,900
COPAYMENTS  (Does not apply to Calendar Year Deductible or Out-of-Pocket Maximums)  Emergency Room Facility copayment per visit  (Copayment waived if admitted)	\$75 facility copayment Balance paid at 90% After Deductible	
Urgent Care Facilities per visit	\$35 Copayment	

Ambulance (Air/Ground) emergency use only	90% After Deductible	
Primary Care Providers Physician Office Visit Copayment per visit Includes General Practitioners, OB-GYN, Internists, Pediatricians, and Nurse Practitioners	\$15 Copayment	70% After Deductible
Specialty Physician Services Physician Office Visit Copayment per visit	\$30 Copayment	70% After Deductible
Allergy Serum/Injection	\$15 Copayment,	No Benefit
Allergy Testing	\$30 Copayment	No Benefit
Chemotherapy (Provided in a Physician's Office)	\$30 Copayment 100% up to \$150 Balance paid at 90% After Deductible	70% After Deductible
<b>PLAN PROVISIONS</b>	(Front Path & PHCS Networks)	Non-Network
Neuro/Muscular Manipulations or Adjustments including chiropractic services	\$30 copayment	70% After Deductible \$500 Annual benefit maximum
<b>BENEFIT PERCENTAGES</b>	90%	70%
Inpatient Hospital Facility Services	After Deductible	After Deductible
Convalescent/Skilled Nursing Facility Services (Requires Prior Authorization)120 day Benefit Maximum	90% After Deductible	70% After Deductible
Outpatient Hospital Facility Services – Refer to Prior Authorization list (Requires Prior Authorization for certain services)	90% After Deductible	70% After Deductible
All Other Professional Physician's Services, Related to IP/OP Services Unless Otherwise Specified in the Plan  • • Surgeon  • • Anesthetist	90% After Deductible	70% After Deductible

<ul style="list-style-type: none"> <li>• • Assistant Surgeon (Pays 20% of Surgical Allowance)</li> <li>• • Laboratory and X-Ray Services*</li> <li>• • Diagnostic Medical Testing*</li> <li>• • Inpatient Professional Physician visits</li> <li>• • Pre-Admission Testing</li> </ul> <p>• Note: If a Network provider uses a non-network provider to interpret the results of any diagnostic medical tests, x-rays or laboratory services – the plan will pay the non- network provider according to the non-network schedule of benefits.</p>		
Emergency Room Physician	90% After Deductible	90% After Deductible
Inpatient Mental Health	90% After Deductible	70% After Deductible
Outpatient Mental Health	\$15 copayment	70% After Deductible
Inpatient Chemical Dependency/ Substance Abuse	90% After Deductible	70% After Deductible
Outpatient Chemical Dependency/Substance Abuse (Requires Prior Authorization for Intensive Outpatient Program (IOP))	\$15 Copayment	70% After Deductible
Hospice Care	90% After Deductible	70% After Deductible
Durable Medical Equipment	90% After Deductible	70% After Deductible

Orthotic Foot Devices Not Covered (unless Medicare Part B criteria met)	90% After Deductible	70% After Deductible
Prosthetic Devices	90% After Deductible	70% After Deductible
<b>PLAN PROVISIONS</b>	<b>(Front Path &amp; PHCS Networks)</b>	<b>Non-Network</b>
Therapies (Provided in any Setting) <ul style="list-style-type: none"> <li>• Physical (Limited to 15 visits per Calendar Year additional visits with Prior Authorization)</li> <li>• Occupational (Limited to 15 visits per Calendar Year additional visits with Prior Authorization)</li> <li>• Speech (Limited to 15 visits per Calendar Year for restorative/rehabilitate due to an illness or injury, additional visits with Prior Authorization)</li> </ul>	90% After Deductible	70% After Deductible
Home Health Care (Requires Prior Authorization)	90% After Deductible	70% After Deductible
Maternity Services	90% After Deductible	70% After Deductible
<b>PREVENTIVE CARE SERVICES</b> Preventive Care Services (Infant/Birth through 12 month) (Includes all services related to preventive care)	100% up to \$1,500 per person Balance paid at 90% After Deductible	No Benefit
Preventive Care Services (Age 1 and greater) (Includes all services related to preventive care)	100% up to \$600 per person Balance paid at 90% After Deductible	No Benefit

ANNUAL BENEFIT MAXIMUMS Per Covered Person (Subject to the applicable Copayments and Deductibles) Outpatient Physical Therapy	15 Visits (Additional visits may be available with Prior Authorization)	
Outpatient Speech Therapy	15 Visits (Additional visits may be available with Prior Authorization)	
Outpatient Occupational Therapy	15 Visits (Additional visits may be available with Prior Authorization)	
Skilled Nursing Facility (Requires Prior Authorization)	120 Days	
Preventive Care Services Routine Mammography	One (1) Per Calendar Year	No Benefit
Preventive Care Services Routine Pap Smear	One (1) Per Calendar Year	No Benefit