



**Collective Bargaining Agreement**

**between**

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

**and**

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

**(Tenured, Tenure-Track)**

**Consolidated Contract**

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

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

**TABLE OF CONTENTS**

Tenured, Tenure-Track  
Bargaining Unit

	<u>Page</u>
Article 1	Definitions.....1
Article 2	Recognition and Description of the Bargaining Unit .....2
Article 3	Non-Discrimination .....3
Article 4	Management Rights .....3
Article 5	Faculty Rights and Responsibilities.....3
Article 6	Conflict of Interest .....5
Article 7	Academic Governance .....5
Article 8	Tenure and Promotion.....6
Article 9	Evaluation .....12
Article 10	Assignment .....28
Article 11	Institutional Environment .....30
Article 12	Compensation .....31
Article 13	Health Care Benefits.....35
Article 14	Other Benefits .....37
Article 15	Leaves .....41
Article 16	Outside Employment and Activities .....50
Article 17	Discoveries, Inventions, Patents and Copyrights.....51
Article 18	Corrective Action.....54
Article 19	Financial Emergency Principles and Procedures .....56

Article 20	Grievances.....	59
Article 21	No Strike / No Lockout.....	63
Article 22	UT-AAUP.....	63
Article 23	Entire Agreement.....	65
Article 24	Separability.....	65
Article 25	Labor-Management Meetings.....	65
Article 26	Term of Agreement.....	65
Article 27	Distribution of Agreement.....	66
Article 28	Distance & E-Learning.....	66
Appendix A	Terminal Degrees.....	69
Appendix B	Professional Assessment.....	71
Appendix C	Sick Leave Bank.....	73
Appendix D	Grievance Form.....	79
Appendix E	Ohio Revised Code, Section 3345.14.....	82
Appendix F	Health Care Benefits.....	84
Appendix G	Letter of Understanding Regarding College of Nursing Promotions.....	92

**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 Associate Vice Provost Faculty Labor Relations. If the Employer’s designee changes the Administration will notify the UT-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 90-RP-0321, dated February 25, 1992, amended by SERB in Case No. 2013-REP-06-053, dated June 27, 2013, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and other conditions of employment in the bargaining unit consisting of all tenured and tenure-track full-time faculty, and all College of Nursing tenured, tenure track and not tenure eligible full-time faculty. Excluded from the bargaining unit are faculty in the College of Law and the College of Medicine and Life Sciences, temporary faculty, Deans, Chairs, endowed Chairs, Lecturers, part-time faculty, superannuates, all managerial and supervisory employees, and all other employees.
- 2.2 The Employer shall not aid, promote or finance any group or organization other than the UT-AAUP which purports to engage in or to be interested in engaging in collective bargaining on behalf of the members of the Bargaining Unit. The Employer shall not aid, promote or finance any group or organization that seeks to undermine UT-AAUP's status as representative of the Bargaining Unit.
- 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 will 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 mergers, acquisitions and expansions of the University.
- 2.4 Individual contracts of employment with members of the Bargaining Unit will be in all respects consistent with this Agreement, which will be incorporated by reference in such individual contracts.

**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 research and in the publication of the results, subject to the adequate performance of their other academic duties. Research for pecuniary return shall not compromise the intellectual integrity or reputation of the University and shall be based upon prior understanding with the member's dean.

- 5.1.2 Members are entitled to full freedom in both the physical or virtual classroom in discussing their subject, but they shall be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- 5.1.3 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.
- 5.1.4 Librarians shall be free to choose resources and to provide services for the interest, information and enlightenment of all members of the academic community. In no case shall resources be excluded from University libraries because of their author(s) or their scientific, economic, social, political, or religious views. No library resources shall be proscribed or removed from the libraries because of partisan or doctrinal disapproval.

## 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.

### 5.3 PROFESSIONAL RESPONSIBILITIES in the COLLEGE OF NURSING

5.3.1 In addition to the professional responsibilities set forth in section 5.2, members in the College of Nursing shall maintain an unencumbered license to practice as a Registered Nurse in the State of Ohio and, if required for the position, maintain a valid Ohio Certificate of Authority (COA). In order to be assigned to clinical supervision out of the State of Ohio, the member must hold an RN license and if applicable, a COA in the state in which the clinical supervision occurs. Loss or suspension, through the member's fault, of the member's nursing license may result in termination of employment. If the Member's position requires a COA, the Member must inform the Chair if the Member is not obtaining sufficient hours to maintain the COA. If so notified, the Employer shall make reasonable attempts to help the member find hours for the member to maintain their COA. Loss or suspension of the COA shall initiate the special assessment review in Article 9.5 and may be grounds for termination.

## **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 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; standards and requirements for 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**

### **TENURE AND PROMOTION**

#### **8.1 TENURE**

- 8.1.1 "Tenure" is the right of a member to continuous employment by the University. The award of tenure by the Board shall be selective and conditioned upon positive recommendation through the evaluation process described in Article 9.0. Tenure may only be terminated for just cause, through a reduction in force pursuant to Article 19.0 below, or by reason of retirement.
- 8.1.1.1 Upon ratification of this agreement, Instructors in the College of Nursing are appointed to positions which are neither tenured nor are tenure track positions. All other ranks within the College of Nursing shall be subject to section 8.1.2.
- 8.1.1.2 College of Nursing faculty are either Instructors without a tenured or tenure-track appointment or are full-time tenured or tenure-track appointments. College of Nursing tenured or tenure-track faculty shall be assigned to one of two (2) tracks – Academic or Clinical – within the College of Nursing. In addition to the requirements of this Agreement, any faculty appointment in the College of Nursing shall require at least

twenty-four months experience as a full-time Registered Nurse. Appointments in the College of Nursing shall be for either nine or twelve months.

- 8.1.2 Every member appointed without tenure to the rank of Instructor, Assistant Professor, Associate Professor, or Professor shall serve a probationary period not longer than six years. However, in certain circumstances, it may be extended to up to eight years (See section 8.2). New tenure-track faculty hired without tenure after July 1, 2004 shall be appointed to an initial two-year term.

The term “year” shall mean an academic year consisting of consecutive Fall and Spring Semesters of full time service, provided that only one year of credit toward tenure can be obtained during any two (2) consecutive semesters. When an initial appointment begins no later than the first day of Fall Semester a full year's credit toward tenure shall be accorded. An initial appointment beginning after the first day of Fall Semester shall not be credited toward tenure, unless stated otherwise in the initial offer of appointment from the Provost or designee.

- 8.1.3 Evaluation for tenure must take place no later than the final year of the probationary period. It is understood that there is a joint responsibility on the part of the individual member and the Employer to ensure that review for tenure takes place in a timely manner. If the Board grants tenure, it shall become effective with the beginning of the next academic year. If tenure is not granted, then appointment for the next academic year will be a Terminal Appointment.
- 8.1.4 If the member so requests, a member may be considered for tenure, if otherwise eligible, in any year of the probationary period. A member may be considered early for tenure only once. Denial of tenure prior to the last year of the probationary period shall not prejudice subsequent application for tenure and in no case shall be construed per se as a ground for termination. A member who applies for early tenure review is nonetheless evaluated using the criteria and process set forth in sections 9.1 and 9.2.
- 8.1.5 A scholarly or professional leave of absence for one year or less approved by the Board shall count as part of the probationary period unless the member and the dean of the member's college agree in writing to an exception at the time the leave is granted. The inclusion in or exclusion from the probationary period of the leave of absence shall be expressly stated in the leave of absence agreement that must be executed under section 15.3.1. A copy of any such agreement shall be sent to the Provost. Extended sick leave in excess of thirty (30) working days shall not count as part of the probationary period unless the member and the dean of the member's college agree in writing to an exception at the time the leave is granted. A copy of any such agreement shall be sent to the Provost.
- 8.1.6 To receive tenure the member must be an Associate Professor or Professor, or be recommended at the same time to the Board for promotion to the rank of

Associate Professor or Professor and show promise of continued excellence of performance and continued professional growth.

- 8.1.7 When a tenured member leaves the bargaining unit for another full-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, shall retain the right to return to a tenured position within the bargaining unit.
- 8.1.8 All letters of appointment must be in accordance with the terms of this contract. These letters of appointment must come from the Provost or designee.
- 8.1.9 There shall be no tenure quotas affecting members of the bargaining unit.
- 8.1.10 Members who have received a terminal appointment shall not be eligible for consideration for tenure.

## 8.2 EXTENSION OF THE PROBATIONARY PERIOD

- 8.2.1 Under certain circumstances, the probationary period of tenure-track Bargaining Unit Faculty Members may be extended. The circumstances encompass the following:
  - 8.2.1.1 Instances where the probationary Bargaining Unit Faculty Member has developed an illness that would result in a negative impact on his or her progress toward tenure.
  - 8.2.1.2 Instances caused by a Bargaining Unit Faculty Member being called to extended military or civilian duty by the federal or state government or to extended judicial duty.
  - 8.2.1.3 Instances caused by extraordinary professional circumstances due to external factors out of the Bargaining Unit Faculty Member's control.
  - 8.2.1.4 Instances arising as a result of an unpaid leave of absence (see section 15.3.1.1).
- 8.2.2 Each request to extend the probationary period shall be limited to one academic year. In exceptional circumstances, a second academic year of extension may be requested or granted. The probationary period may be extended for no more than two (2) academic years in sum total.
- 8.2.3 The request for extension of the probationary period must be made in writing by the Bargaining Unit Faculty Member to his or her Dean, with concurrent notification to his or her respective Department Chair/School Director. The Dean will consult with the faculty member's Chair/Director to discuss the request and then forward his or her recommendation to the Provost.

8.2.4 Each written request shall be accompanied by supporting letters, legal notifications, documents, or certifications, as applicable or as available, with the exception that confidential medical records of the Bargaining Unit Faculty Member or of his or her immediate family member shall only be supplied to the University Office of Human Resources. The Office of Human Resources will validate that a legitimate request has been received.

8.2.5 In the event that the instances affecting the Bargaining Unit Faculty Member are one or more of any Family Medical Leave Act (FMLA) qualifying events that results in a leave of at least eight (8) weeks duration, or if the Bargaining Unit Faculty Member has been called to active military duty for a single period of at least eight (8) weeks duration, then the affected Bargaining Unit Faculty Member will automatically be granted a one (1) year extension of his or her probationary period for each such event, subject to the provision that the sum total of the extension of the probationary period may not exceed two (2) years. If the faculty member does not feel that a one (1) year extension of the probationary period is necessary, he or she may choose to decline any such extension. Such decision must be provided to the Provost in writing, with a copy to the UT-AAUP within fifteen (15) working days.

### 8.3 PROMOTION IN ACADEMIC RANK

8.3.1 The criteria for the various academic ranks shall be as described in sections 8.3.2., 8.3.3., 8.3.4., 8.3.5. For the College of Nursing faculty, section 8.3.2.1 shall also apply. Acceptable terminal degrees are set forth in the attached APPENDIX A. Faculty will be informed of the degree requirements for promotion at the time of initial appointment. The evaluation criteria for teaching, professional activity, and service in all ranks are those outlined in section 9.1.

#### 8.3.2 INSTRUCTOR

Master's degree or equivalent in advanced courses in the subject from an accredited college or university; and demonstrated ability as a teacher necessary for continued appointment.

8.3.2.1 Instructors in the College of Nursing a Master's degree in Nursing or equivalent in advanced courses in the subject from an accredited College of University; and demonstrated ability as a teacher, necessary for continued employment.

#### 8.3.3 ASSISTANT PROFESSOR

Earned terminal degree in the subject or related field from an accredited college or university; demonstrated ability as a teacher necessary for reappointment; and involvement in professional activity as defined in section 9.1.1.2.

#### 8.3.4 ASSOCIATE PROFESSOR

Record as a successful teacher; an earned terminal degree in the subject or related field from an accredited college or university, or, in occasional instances, record of achievement in the field; a record of professional activity as defined in section 9.1.1.2; good potential for ultimately attaining the rank of Professor.

#### 8.3.5 PROFESSOR

Record as a successful teacher; an earned terminal degree in the subject or related field from an accredited college or university, or, in occasional instances, record of outstanding achievement in the member's field; continuing professional activity as defined in section 9.1.1.2 and distinct contributions to the field, the profession, or the University through a record of service as defined in section 9.1.1.3.

8.3.6 Promotion in academic rank by the Board shall be selective and conditioned upon positive recommendation through the evaluation process described in Article 9.0. All promotions shall become effective with the beginning of the next academic year.

8.3.7 Members who have received a terminal appointment shall not be eligible for consideration for promotion.

8.3.8 Members of the College of Nursing who have earned a particular rank prior to ratification shall not be penalized or demoted if their current qualifications do not meet or exceed the definitions contained in the Agreement. Members evaluated for promotion post ratification shall be evaluated on the definitions contained herein. (see sections 8.3.9 through 8.4.1)

8.3.9 Members of the College of Nursing Faculty in the ranks of Assistant Professor, Associate Professor or Professor who do not have tenure at the time of ratification will be encouraged to achieve tenure within six years of ratification of this Agreement. If a faculty member in the College of Nursing is evaluated for tenure and is denied the member and the member's Chair shall meet to develop a program of growth. Each member may only submit two times within the six-year period. If at the end of the six-year period the member has not been awarded tenure the member must request an extension in writing. The extension should reference the program of growth that was developed by the Chair and a time to complete the objectives within the program of growth. The extension shall not exceed two years.

8.3.9.1 All Assistant Professors, Associate Professors and Professors in the College of Nursing without tenure at the time of ratification of this Agreement shall be given a Letter of Expectation detailing what the

member needs to do in order to achieve tenure. The Letter of Expectations shall be provided to members within one year of ratification.

8.3.9.2 Assistant Professors, Associate Professors or Professors in the College of Nursing without tenure at the time of ratification of this Agreement may elect to become Instructors instead of seeking to obtain tenure. Members must make the decision to become instructors within two (2) years of ratification of this Agreement. Members choosing to become Instructors in accordance with this section shall be governed by Section 8.3.10.

8.3.9.2.1 Moving from Assistant Professor, Associate Professor or Professor to Instructor under Section 8.3.9.2 is not considered to be penalty or demotion.

8.3.10 Instructors In The College of Nursing Hired Prior to Ratification – Appointments and Promotion.

8.3.10.1 Instructors with less than three years of employment with the Employer may be terminated after one unsatisfactory annual evaluation.

8.3.10.2 Instructors with more than three years but less than nine years of employment with the Employer may be terminated after two unsatisfactory annual evaluations.

8.3.10.3 Instructors with more than nine years of employment with the Employer may be terminated after two unsatisfactory annual evaluations in any rolling five year period.

8.3.10.4 If a member holding the rank of Instructor earns a terminal degree at any point, and the member is qualified for promotion to the rank of Assistant Professor the member may apply for promotion. The promotion will be effective at the beginning of the following academic year.

8.4 INSTRUCTORS IN THE COLLEGE OF NURSING HIRED AFTER RATIFICATION OF THIS AGREEMENT

8.4.1 Instructors hired after January 1, 2014 shall, in addition to other requirements of this Agreement, additionally must be admitted to a terminal degree program during the first two years of appointment.

8.4.2 Initial Four Year Probationary Appointment. Instructors hired after January 1, 2014 will be appointed to an initial four-year term which will serve as a

probationary period and may be terminated with or without cause at any time prior to its expiration. The Member will be evaluated annually.

- 8.4.3 Second Four Year Term. Following the expiration of the initial four-year term, the Member will be evaluated again and if the University wishes to continue the appointment, the Member will be appointed to a second four-year term. The Member will be evaluated annually.
- 8.4.4 Early Promotion. A Member may seek promotion to Assistant Professor prior to the expiration of either the initial or second four (4) year appointment if he or she meets the qualifications for promotion.
- 8.4.5 Failure to Obtain Promotion. If the Member fails to obtain promotion to Assistant Professor after the expiration of the second four year term, the Member may be appointed to the rank of Instructor for a one-year term which term may be renewed annually for a period not to exceed four (4) years in total. During that four-year period, the Member will either be promoted to Assistant Professor or if the Member fails to obtain promotion, then his or her appointment will be terminated.
- 8.4.6 Effect of unsatisfactory annual evaluations. Notwithstanding anything to the contrary, an Instructor may be terminated after receiving two (2) unsatisfactory evaluations in a five-year period.

## **ARTICLE 9** **EVALUATION**

### 9.1 EVALUATION CRITERIA

- 9.1.1 Criteria for performance shall be categorized as Teaching, Professional Activity, and Service consistent with a member's letter of appointment. The criteria by which performance is to be judged shall be:

#### 9.1.1.1 Teaching

Teaching faculty shall be responsible to provide evidence of teaching effectiveness, commitment to appropriate and productive pedagogical methods, advising of students, development of curriculum, preparation of curricular materials and publication of curricular materials, coordination of part-time faculty and graduate assistants, and through the supervision of independent student work such as long projects, independent studies, masters theses or projects and doctoral dissertations. In support of instructional effectiveness, the member shall maintain a high level of knowledge and expertise in the member's area of specialization.

It is the responsibility of the faculty member to provide persuasive evidence of instructional effectiveness, or a commitment thereto, in all courses taught. Evaluation techniques for all members may include, but are not limited to, assessment of the learning by students under the member's tutelage, self-evaluation, classroom visitations, peer review, student evaluations of teaching, review of syllabi and examinations and other curricular materials, and assessment of academic advising of students. For library faculty, satisfactory evidence of instructional effectiveness includes documentation of the ability to perform at a professional level in areas that contribute to the educational and research mission of the university, such as: reference service, informational literacy instruction, collection development, and bibliographic organization and control. Members shall be responsible for providing evidence of teaching effectiveness and demonstrating their contribution in a manner consistent with applicable College and Department elaborations.

The listing below shall include, but not be limited to, the specific items to be considered solely when evaluating teaching and for no other purpose.

- (1) Number of course preparations
- (2) Availability of teaching support resources
- (3) Class size, credit hours, and/or FTE's
- (4) Course time requirements
- (5) Development of new courses, laboratories, or instructional facilities
- (6) Integration of new technologies and pedagogies
- (7) Student conferences inside and outside of office hours
- (8) Off-campus instruction and supervision
- (9) Individual and special instruction, including independent studies
- (10) Advising
- (11) Clinical supervision of students
- (12) Supervision of thesis and dissertation research and writing
- (13) Preparation and evaluation of graduate exams
- (14) Coordinator responsibilities
- (15) Professional librarian responsibilities

Evaluators of teaching may consider pertinent documented information from the Dean, Chair or Department committee. However, a faculty member must be informed in writing of any additional information considered, be given copies of any (written, audio, video, or digital, etc.) evidence, and be given the opportunity to respond.



#### 9.1.1.2 Professional Activity

It is intended that the member shall utilize the member's expertise to address problems in the member's discipline or area of specialization through professional, scholarly and/or creative activity which clearly contributes to the discipline and/or the wider society through:

- (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or
- (2) Applied research (including professional publications and patents), investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the development of new data, information, applications, and/or interpretations; or
- (3) Commercialization, licensing, development and commercialization of University discoveries, inventions or patents; or
- (4) Artistic creations, shows and performances; or
- (5) Activities for acquiring and maintaining professional certification, licensing, and continuing education; or
- (6) Community-based research projects.

A faculty member shall give documented evidence of the member's contribution to the member's discipline or area of specialization by its publication or other dissemination through (A) the classroom, (B) among practitioners in the member's discipline, or (C) among a wider community.

Members shall be responsible for their own professional activity and demonstrating its impact on the members' discipline or areas of specialization in a manner consistent with the applicable College and Department elaborations.

Such evidence may include but is not limited to:

- (1) Funded and non-funded research,
- (2) Preparation of research proposals for funded research,
- (3) Publication of articles, books, monographs, conference proceedings, editorships or reporters to professional publications,
- (4) Presentation of papers at professional meetings,
- (5) Performances or exhibitions, or
- (6) Participation in accreditation activities.

The preparation of grant proposals for outside agencies shall be considered as professional activity if said preparation involves scholarly activity (e.g. teaching, research or service projects) of a substantial nature, and the applicant provides an abstract documenting such activity and the importance of the endeavor to the discipline or the University. The above condition may also apply to the administration of a grant project, invention disclosure, license patent, patent application or copyright application insofar as proper evidence is presented which documents that such grant administration of a grant project, invention disclosure, license patent, patent application or copyright application meets the requirements as set forth above in this section.

#### 9.1.1.3 Service

Service consists in the application of a member's knowledge in the member's professional field to benefit the University, the community, and/or the profession. Service is measured not so much by the number of offices held or activities undertaken, although that may be considered, as by the demonstrable substantive value of the faculty member's contribution to the quality of the University, the well-being of the community, and/or the advancement of the member's profession or discipline. Members shall be responsible for performing service and demonstrating their contribution in a manner consistent with the applicable College and Department elaborations.

Evidence of service may include but is not limited to:

- (1) Departmental, college, and University-wide activities,
- (2) Holding office or committee work in a professional organization including the AAUP,
- (3) Participation in organizing and/or running professional meetings, workshops or seminars,
- (4) Delivering lectures at workshops or non-credit courses,
- (5) Unpaid consulting of a professional nature,
- (6) Serving as a referee for a professional or scholarly publication or granting agency,
- (7) Participation in accreditation activities,
- (8) Coordination of part time faculty, graduate assistants, etc.,
- (9) Service activities aimed at helping community leaders solve regional problems,
- (10) Community outreach and civic engagement that impacts the University and College's academic mission or the community.

9.1.1.4 Each College shall have specific elaborations that must be published and provided to new members upon entering the college. The elaborations shall be fairly and equitably applied to all members in the College, and

cannot be in conflict with the terms of this Agreement. Elaborations may be modified upon request by either the group or council charged with representing the college faculty or their respective Dean. Approval of College specific elaborations requires a positive recommendation of the bargaining unit faculty of that College and written approval of both the Dean and the Provost.

- 9.1.1.5 Each Department shall have specific elaborations that must be published and provided to new members upon entering the department. The elaborations shall be fairly and equitably applied to all members in the department, and not conflict with any approved College elaborations or the terms of this Agreement. All such elaborations must be published and provided to new members upon entering the department. Elaborations may be modified upon request of either the Departmental Personnel Committee (DPC) or their respective Chair. Approval of Department specific elaborations requires a positive recommendation of the tenured and tenure-track department faculty and written approval of both the Dean and the Provost.
- 9.1.1.6 Letters of expectation issued to incoming faculty or untenured College of Nursing faculty, shall be consistent with the elaborations established by 9.1.1.4 and 9.1.1.5 with the signed approval of the DPC, Chair, Dean and the member. In the rare instance when the letter of expectations is inconsistent with the College or Department elaborations, the letter must be approved and signed by the DPC, Chair, Dean and the Provost. Letters that are inconsistent with the established elaborations shall be identified as such and treated as the applicable elaborations for the specified member.
- 9.1.1.7 For the purpose of yearly evaluation, all faculty members are required to submit an electronic copy of the Annual Report of Professional Activity (ARPA) in a format approved by the member's respective Dean, no later than the date specified by the employer's designee on the Academic Personnel Timetable. If the ARPA format is changed from the previous year's format, the member's respective Dean must provide members with the new ARPA format at least ten (10) working days before the ARPAs are due to the Department Personnel Committee (DPC), as specified by the employer's designee on the Academic Personnel Timetable. The ARPA year shall run from August 15 of one year through August 14 of the next year. Members shall also submit a current electronic copy of their curriculum vitae (CV) along with the ARPA.

## 9.2 Evaluation Process for Tenure, Promotion, and Renewal

9.2.1 In all reviews for tenure, promotion and renewal, peer judgments shall have a significant role. The following units shall participate in this review process, in the order listed, with each unit giving due consideration to reviewing the recommendations and findings of all preceding units. Each unit shall make an independent, fair and equitable recommendation consistent with the elaborations referred to in sections 9.1.1.4, 9.1.1.5 and 9.1.1.6 and provide a written rationale for decisions. In judging a member's performance each unit shall abide by the criteria set forth in this Agreement and all approved college and departmental elaborations on those criteria.

Department Personnel Committee

Department Chairperson

College Committee on Academic Personnel

College Dean

University Committee on Academic Personnel (UCAP)

Provost

President.

Each department shall have a Personnel Committee comprised of at least three (3) tenured members of that department elected by the bargaining unit members in that department in accordance with the procedures of that department. If there are not a sufficient number of tenured members of the department to form a committee, the bargaining unit members in the Department shall meet together with a representative of the UT-AAUP and the Department Chairperson to determine a satisfactory alternative that must be approved by the bargaining unit members of the department.

Each college shall have a Personnel Committee comprised of tenured members of the college elected by the bargaining unit members in that college in accordance with the published by-laws of the college.

The University Committee on Academic Personnel shall consist of tenured associate or full professors, one (1) from each college with faculty under the jurisdiction of the University Committee on Academic Personnel and one (1) from the library faculty. College of Law representatives will be elected by tenured or tenure-track faculty within the College of Law. All other committee members will be elected by bargaining unit members within their respective college or unit.

Members of UCAP shall serve a term of three (3) academic years beginning July 1, with one third (1/3) of the members retiring each year. Except in the College of Law, only bargaining unit faculty may serve on the University Committee on

Academic Personnel. No one holding a position of Chairperson, Assistant or Associate Dean, and Dean shall serve on the University Committee on Academic Personnel.

## 9.2.2 Frequency and Timing of Evaluations

9.2.2.1 Untenured members shall be evaluated annually. When the Department Personnel Committee, Chairperson or Dean consider the member's progress toward tenure to be less than completely satisfactory, they shall include in their recommendation on continued employment a statement of steps the member should take to correct the deficiency.

9.2.2.2 All evaluations shall be processed according to the Academic Personnel Calendar and on the forms prescribed by the Provost annually at the beginning of the academic year after discussing the same with UT-AAUP.

9.2.2.3 In cases of promotion or tenure a member may withdraw from the evaluation process described in sections 9.2.1 through 9.2.3.9 at any time but shall thereby forfeit all claims for that year, including tenure if in the last year of probationary service.

9.2.2.4 Notification of non-renewal of members without tenure shall be given in writing by the President or the President's designee in accordance with the following standards:

9.2.2.4.1 Not later than May 1<sup>st</sup> of the second academic year of service, if the appointment expires at the end of the Spring Semester, or, if the appointment terminates at any other time, at least six months in advance of its termination.

9.2.2.4.2 Not later than May 1<sup>st</sup> after two or more continuous years of service in such position.

## 9.2.3 The Review Process

9.2.3.1 In the first and second probationary years only, the faculty member's performance will be reviewed by the Department Personnel Committee, the Chair, and the Dean after the completion of the Fall Semester. This limited evaluation will include a review of the faculty member's professional goals and objectives as well as her/his performance during the first semester and the completed first year. The Department Personnel Committee and the Chair shall comment on the proposed goals and objectives and performance and make a recommendation to the Dean. The Dean shall review this information prior to making a final

evaluation of the member's performance. The Dean's evaluation and decision will be forwarded to the Provost. If the Dean recommends non-renewal, the member's dossier will be forwarded to UCAP, the Provost and the President for evaluation.

9.2.3.2 It shall be the obligation of the candidate for renewal, tenure or promotion to prepare a dossier in accordance with the guidelines set forth below and the time schedule published by the Provost. Such dossiers shall include:

- (1) An up-to-date résumé.
- (2) A detailed narrative statement for each evaluation criterion, as specified in Article 9.1.1, explaining how and to what extent the activities claimed have met the criteria and any approved elaborations thereof.
- (3) Documentation in support of the narrative in (2) above.
- (4) All annual workload assignments for the past five (5) years or portion thereof that the member has been employed by the University and that this provision has been in force.
- (5) All annual professional activity reports, or equivalent, for the past five (5) years or portion thereof that the member has been employed by the University.
- (6) All merit pay assessments, or equivalent, for the past five (5) years or portion thereof that the member has been employed by the University.
- (7) For candidates for tenure, promotion, and renewal, all previous annual evaluations for the past five (5) years or portion thereof that the member has been employed by the University.
- (8) Copies of the approved College and Departmental elaborations and documentation as required by applicable elaborations.
- (9) An inventory of the dossier's contents.
- (10) Summary of evaluations and comments by students and peers for courses taught for the period under review, documentation which demonstrates instructional effectiveness or other teaching related documentation referenced in elaborations.

Members may continue to add to their dossier until five (5) days after evaluation by their department chairperson. Items shall only be added to the dossier with a corresponding cover letter specifically identifying the item(s) and date of addition. Thereafter, the file shall be considered sealed and all subsequent evaluators shall make their judgments based on the file as presented. All evaluating units have the right to request in writing to the member a clarification

of dossier contents, but “clarification” shall not require additional documentation or materials to be submitted by the member.

When the evaluation process is complete and if no grievance has been filed pursuant to sections 9.2.3.9, 20.1 or 20.2.3, the record of all judgments shall be entered into the member's official personnel file along with the inventory of the dossier's complete contents. All other materials, except copies of any confidential letters from external experts, shall be returned to the member. If a grievance has been filed, the file shall be kept intact in the custody of the employer's designee until the grievance procedure under Article 20.0 is exhausted.

9.2.3.3 The DPC shall review the dossier presented by the candidate. If the candidate fails to provide this dossier or correct deficiencies in it in a timely manner, the DPC and all subsequent reviewers shall proceed on the basis of whatever information it does possess.

9.2.3.4 Prior to making an evaluation and recommendation that differ from the preceding level of review, the Department Chairperson and the College Dean shall meet with their respective Personnel Committee to discuss in depth and gain a greater understanding of that committee's evaluations and recommendations. At the University level, the Provost shall have a similar meeting with the UCAP.

9.2.3.5 No member shall be permitted to serve or participate in more than one level of evaluation for another member's tenure, promotion or renewal. When a committee member has a conflict of interest with regard to the individual under consideration or when the committee member's own candidacy is being considered the member shall recuse him/herself.

9.2.3.6 At each level of consideration a member shall be notified immediately in writing of the evaluating unit's evaluation and recommendation. Such notification shall be sent to the member at least five (5) days prior to transmittal to the next higher level in the review process. Forwarding of the dossier to the next review/evaluation level shall not occur until the five (5) day reconsideration timeline has expired. If reconsideration is requested, the dossier shall not be forwarded until that process is complete.

9.2.3.7 The member being evaluated shall have the right to request, in writing, within five (5) days of an evaluation and recommendation being sent to the member that the evaluating unit reconsiders the member's case. Such request must identify the specific error(s) in the evaluation and explain why it/they are incorrect. The member shall have the right to appear before the committee or administrator making the evaluation and recommendation being reconsidered. The evaluating unit shall meet and reconsider the case within ten (10) days of the request being made and shall immediately inform the member of its decision in writing. A

request for reconsideration shall stay the evaluation process at the next higher level until the reconsideration has occurred. Absent a request for reconsideration, the review process shall go forward.

9.2.3.8 Each reviewing unit shall transmit its written evaluation and recommendation, together with any dissenting opinion and with all prior evaluations, recommendations and materials it has received, to the next higher level in the process.

9.2.3.9 It shall be the duty of each evaluating unit to make an independent judgment about the merits of each candidate. However, each evaluating unit must consider the record as a whole and give due weight to decisions made at lower levels. Any deviation from the decision at a lower level must be explained in writing. Grievances over evaluation can only be filed after the Provost's recommendation to the President. Grievances over failure to institute an evaluation for tenure or pursue the process in a timely manner may be initiated at any time.

9.3 EVALUATION PROCESS FOR DEPARTMENTAL MERIT INCREASE

The evaluation procedure described below is the process for departmental merit increase by which members are evaluated. This procedure shall be used by all levels and units, where decisions are made with respect to these matters of faculty status.

9.3.1 At each level of recommendation specified herein, evaluation of the member's overall contribution shall be based on the following areas. The percentage ranges listed for each criterion shall be the weight evaluators give to it, with the sum of the three assigned percentages totaling 100%. (see section 9.3.2)

	Minimum %	Maximum %
Teaching or librarianship (including academic advising)	35%	70%
Professional Activity	20%	55%
Service	10%	30%

9.3.2 In all reviews for departmental merit increase, peer judgments shall have a significant role. Each of the following units shall make an independent, fair and equitable recommendation on the matter being considered and provide a written rationale for decisions.

- Department Personnel Committee
- Department Chairperson
- College Dean (only when Section 9.3.5 applies)



The units shall participate in this review process, in the order listed, with each unit making an independent evaluation with due consideration reviewing the recommendations and findings of all preceding units.

In judging a member's performance each unit shall consistently apply the criteria set forth in 9.1 and all approved college and departmental elaborations. Each unit shall honor the evaluation weights as assigned by the chair in compliance with Section 10.3.1.2 in calculating the member's merit score.

- 9.3.3 The DPC shall base its recommendation on the information presented on the faculty member's ARPA for the time period(s) under review and documents submitted in accordance with established policies and/or elaborations. Any faculty member who fails to make a timely submission of the ARPA will be ineligible for consideration for a departmental merit increase. Neither the faculty member nor the UT-AAUP can grieve the faculty member's ineligibility for consideration for a departmental merit increase.
- 9.3.4 The DPC shall transmit its written evaluation and recommendation to the Department Chairperson.
- 9.3.5 The initial determinations of departmental merit made by the DPC will be reviewed by the Department Chairperson. If there is disagreement among them, they shall meet and resolve their differences. Following the review by the Chair and any meeting to resolve differences between the DPC and the Chair, the members will then be apprised of their scores, including any unresolved scores between the Chair and the DPC. If the DPC and the Chair were in agreement and a member requests reconsideration, under Article 9.3.6, then the member shall meet with the DPC and the Chair jointly. If the DPC and the Chair could not agree, then a member requesting reconsideration shall meet with each evaluating unit separately. Following the reconsideration meeting(s) the result(s) will then be forwarded to the Dean for review. If differences continue to exist between the DPC and the Chair, there shall be a meeting of the DPC, the Chairperson and the Dean. If differences cannot be resolved, then they shall be settled by a vote of the DPC, the Chairperson and the Dean, each entity having one vote. Scores that are reached by a vote of the DPC, the Chairperson and the Dean shall not be subject to Section 9.3.6 but they may be grieved under section 20.2.3 but cannot be referred to external binding arbitration. Merit ratings shall be posted annually, without members' names, in each Department concurrent to members being informed of their individual merit rating.
- 9.3.6 The member being evaluated shall have the right to request, in writing, within five (5) days of the evaluation and recommendation being sent to the member that the DPC and/or the Chairperson reconsider the member's case. Such request must identify the specific error(s) in the evaluation and explain why it/they are incorrect. The evaluating unit shall meet and reconsider the case within ten (10) days of the request being made and shall immediately inform the member of its

decision in writing. A request for reconsideration shall stay the evaluation process of the next higher level until the reconsideration has occurred. Absent a request for reconsideration, the review process shall go forward.

- 9.3.7 Members may continue to add to their ARPA until five (5) days after evaluation by their Department Personnel Committee and Chair as set forth in section 9.3.5. Thereafter, the file shall be considered sealed and all subsequent evaluators shall make their judgments based on the file as presented.
- 9.3.8 In awarding the departmental merit increase, calculations of merit shall be made on the basis of a scale of 0 to 5 (5 being the highest score), with decimals allowed (tenths). In determining the above, each criterion will be assigned a score on a scale of 0 to 5 with the percentages in 9.3.1 used as multipliers to arrive at the final merit number. The department percentage value of a merit point will be applied to the individual's nine (9) or twelve (12) month base salary. A member whose score is less than 2.0 in any year shall not receive merit compensation for that year. Departments are prohibited from assigning the same merit score for all members in the Department.
- 9.3.8.1 To receive a merit score of 2.00 or more, the member must meet the terms of 9.3.8.2 and be classified as compliant.
- 9.3.8.2 To be classified as compliant a Member must turn in 95% of their grades/student assessments, on or before the date specified on the academic calendar for each term being evaluated.
- 9.3.8.3 Each term the Registrar's Office will issue a report 21 days after grades are due. This report will list every course taught by the member in the term and indicate the number of enrolled students who were not assigned grades in the course by the grade due date for the term, and indicate the total number of students enrolled. The report will be sent to the AAUP, the employer's designee, and the Provost's office.
- 9.3.8.4 A representative of the Provost's office will compile the data from the Registrar's reports and classify each Member as either compliant or non-compliant. Each member will be notified of the determination within 28 days of when grades are due. If a member is not notified by the date specified, the member shall be deemed compliant.
- 9.3.8.5 Noncompliant Members will be ineligible to receive an overall merit score of 2.0 or above. As such, the member will be ineligible for Merit compensation or Faculty Excellence Award. Members classified as noncompliant will be notified, in writing, by their respective Dean and given twenty (20) days from receipt of the notice to appeal. All appeals should be in writing and sent to the Dean and the employer's designee. Upon receiving the appeal the Dean will have fifteen (15) days to

schedule a meeting with the Member and the Member's AAUP representative. After the Dean meets with the Member, the Dean must do one of the following:

- (1) Acknowledge the special circumstance or error and classify the Member as compliant
- (2) Confirm the previous classification of noncompliant and establish an action plan for the faculty to assist with future compliance
- (3) Classify the Member as compliant but establish an action plan for the faculty to assist with future compliance

9.3.9 When the merit evaluation process is complete and if no grievance has been filed concerning the process, the record of all judgments shall be entered into the member's official personnel file. If a grievance has been filed, the file shall be kept intact in the custody of the employer's designee until the grievance procedure under Article 20.0 is exhausted.

9.3.10 If for the year under review, the faculty member was on leave for the entire year, then merit will be assigned for that member in the following manner:

9.3.10.1 For the faculty members on sabbatical leave, merit scores in teaching and service will be the average of the previous three years of evaluation in those areas. Merit scores in professional activity will be evaluated on the same basis as other faculty members.

9.3.10.2 For faculty members on medical leave or on leaves consistent with the Family Medical Leave Act, excluding the Family Child Care Leave as described in 15.1.3, merit scores in all three areas will be scored as the average in each area for the previous three years.

9.3.10.3 For faculty members on Special Assignment Leave, as described in 15.2.2, a written agreement will be reached among the member, DPC, and the Chair as to which areas will be treated as an average of the previous three years, and which areas are to be evaluated on the same basis as other faculty members.

9.3.10.4 A member on any other unpaid leave is not eligible for merit during the time they were on leave.

9.3.11 For those members on leave for one (1) Academic semester, the evaluators will apply the relevant procedure in 9.3.10 to represent the score for the member's leave. For the semester when the member is not on leave, the evaluation will follow the same process as other faculty members. Faculty on Family Child Care Leave under Section 15.1.3 shall be evaluated pursuant to Section 15.1.3.6.

9.3.12 For the year(s) in which no merit increase occurred for the entire bargaining unit, the merit scores for those years will be averaged with the first year that merit does occur for the members.

9.3.13 Departmental Merit Distribution

In each academic year that bargaining unit members receive merit pay increases, departmental merit for an academic year shall be funded by ~~in~~ the amount referenced in Article 12, divided among departments, in proportion to their contributions to the faculty salary base as of March 31<sup>st</sup> of the previous academic year. Merit shall be paid fifty percent (50%) equal merit equals equal dollars and fifty percent (50%) equal merit equals equal percentage. Merit compensation shall be paid and rolled into base wages in the first pay period in January of the academic year.

9.4 EVALUATION PROCESS FOR COLLEGE FACULTY EXCELLENCE AWARDS

After completion of the Departmental merit review process as described in 9.3 the Chair of each DPC shall meet with their department chair and forward a list of the top 25% in their department in each evaluation area to the College Faculty Excellence committee. The chairs will also forward the final merit scores for the top 25%, the ARPA of each member within the top 25% and any supplementary information regarding the merits of the member's contribution to the College Faculty Excellence Committee. Each College shall have a College Faculty Excellence committee which is made up of three (3) bargaining unit members from within the College who are selected by UT-AAUP, two college administrators and the College Dean or his/her designee. The College Excellence committee shall review the ARPA's, the departmental scores, and any supplemental documentation provided and shall assign a College excellence score. Not all who were nominated are guaranteed an award. The College Faculty Excellence Award committee will develop a process for distributing the funds, and the entire funded amount shall be distributed. Refer to Article 12, section 12.6 for funding/compensation related to College Faculty Excellence Awards.

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, and 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 9.5.1, the Dean or the Provost determines that a special assessment is appropriate, the Dean shall meet and confer with the Department Chairperson and the affected member on the design of an appropriate

evaluation. The evaluators shall report the results of the evaluation to the Dean, Chairperson and the affected member.

- 9.5.3 Should the evaluation identify matters requiring remedy, the Dean and Department Chairperson shall meet with the member to discuss and identify remedies. The Dean shall notify the member and the Chairperson 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 Article 18.0.

## 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.

## 9.7 PROFESSIONAL ASSESSMENT

- 9.7.1 The purpose of this assessment shall be to evaluate the member's overall performance including teaching effectiveness or other primary professional function, professional activity and service in order to further the member's professional growth. This assessment shall be made by member's Departmental Personnel Committee and Department Chairperson with additional comments from the CPC, Dean and the Provost. (See Appendix B)
- 9.7.2 The materials to be considered in a Professional Assessment include a current CV, annual reports of professional activity covering the last five years, merit evaluations from the last five years, promotion or tenure evaluations, and all

currently existing documentation of instructional effectiveness (e.g. student evaluations of teaching) from the last five years. Faculty are encouraged to submit a self-evaluation that addresses the criteria found in Article 9.1 future goals, and/or a summary of performance and other materials they deem appropriate.

- 9.7.3 The format and schedule for such professional assessments shall be published annually at the beginning of the academic year by the Provost after discussion with UT-AAUP. The Dean of each College shall maintain a list that will be sent annually to the Departments; the list will notify each tenured member of the year in which their post tenure review will occur.
- 9.7.4 Each tenured member shall receive a review every five (5) years except in the cases identified in 9.7.5. Recognizing that this evaluation is based upon already completed evaluations of the preceding five (5) years, and special assessments (Section 9.5), if any, if there are no special assessments then there shall be a rebuttable presumption that the member has no significant deficiencies.
- 9.7.5 Tenured members shall be placed on a five-year rotating cycle following the grant of tenure unless one of the events in this section occur, in those cases the five-year rotation will restart from the year of said event. In cases where a member was hired by the University with tenure, said member shall be reviewed five (5) years following the year of their hire date. In cases where a member is returning to the bargaining unit following the end of an administrative appointment, said member shall be reviewed five (5) years following the year they returned to the bargaining unit. In cases where a member is promoted to full professor, said member shall be reviewed five (5) years following the year they were promoted to full professor.
- 9.7.6 The professional assessment shall provide a comprehensive evaluation of a member's overall performance, including teaching, service and professional activity. It will also identify the faculty member's strengths and identify areas, if any exist, for improvements. The assessment shall not compare one member with another. At the earliest indication of a problem the Chairperson shall meet with the affected member to discuss the issue. Should the assessment identify significant matters requiring remedy, the Departmental Personnel Committee and Department Chairperson shall meet with the member to discuss and establish a program of growth. The Chairperson shall notify the member and the Dean of the college in writing of the program of growth decided upon and the means of monitoring progress and success in that program.
- 9.7.7 All completed assessments, including programs of growth, shall be reviewed by the member, who shall be provided at least five (5) days to append comment before the review is sent to the next level. All completed assessments which have been reviewed by the affected member shall be sent promptly to the next level along with all materials reviewed and any comments by the member's CPC. The

College Dean and the Provost will review the completed assessment and provide additional comments. A copy of the completed assessment and any appended comments by the member shall be retained in the member's official personnel file.

9.7.8 In the cases where areas of improvement are identified fair and equitable steps will be taken to develop programs of growth. Programs of growth that address teaching and service shall run a minimum of one and one half (1½) years. Programs of growth that address professional activity shall run a minimum of three (3) years. If the member fails to cooperate or follow the program of growth prescribed by the Departmental Personnel Committee and the Chairperson, the matter may be remanded to the process set forth in Article 18.0. Given the sanctity of tenure, the loss of tenure shall always be the last adverse action to be considered.

9.7.9 Professional assessments may be grieved on grounds of substance and procedure.

## **ARTICLE 10** **ASSIGNMENT**

10.1 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 is 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' right 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 and will be considered at all levels of the process and that assigned workload must be fair and equitable.

### 10.2 WORK YEAR

10.2.1 For nine (9) month faculty the work year shall consist of two 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. The members of the College shall cooperate with the Dean to ensure that there is representation at commencements of at least 15% of the members in the College.

10.2.2 Final examinations shall be given during the period of the semester set aside for such exams and not during the period set aside for instruction.

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

### 10.3 Assignment

The average teaching load, over an academic year, shall be a maximum of twelve (12) credit hours per semester and a minimum of six (6) credit hours per semester of instruction. The decision regarding teaching load assignment between six (6) and twelve (12) credit hours will be made after discussion with the faculty member. Further adjustments in teaching assignment can be granted based upon specific justification presented by the faculty member to the department chairperson. ARPAs and department teaching needs shall be the basis for discussion regarding individual teaching assignments. Where the faculty member has been assigned a teaching load of less than 12 hours, the faculty member must submit with appropriate documentation a description of how the assignments made in lieu of teaching were satisfactorily completed. The ARPA may be used for this purpose. The actual number of instructional hours shall depend upon the mix of a member's teaching, professional activity, and service.

10.3.1 The faculty member's assignment shall be based on the member's contributions in each of the three areas: teaching, professional activity, and service. The evaluation weights assigned to the three areas in article 9.3.1 shall be linked to the assignment of workload in each of the three areas.

10.3.2 Each department, or equivalent unit, annually shall establish the workload for individuals within that department, or equivalent unit, which are consistent with this agreement. Each individual's workload shall be fair and equitable.

10.3.2.1 The Department Chair, or equivalent administrative officer, shall consult with each member of the unit prior to establishing each member's proposed workload. Faculty members shall receive a written copy of their workloads for review prior to transmittal to the Dean. A copy of each individual's workload shall be posted 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.

10.3.2.2 Annual faculty workload documents, annual faculty merit evaluation reports and any information, including comparative data, related to same, which are public records shall be made easily available to members.

10.3.2.3 If unforeseen events should occur during the year, said member's Assignment may be modified.

10.3.2.4 All faculty are expected to be available to meet their obligations and confer with their students in their offices outside of class. Each



member shall be required to hold office hours appropriate to their academic discipline. Each member shall schedule, post, and keep five (5) office hours per week each semester they are teaching.

#### 10.4 SUMMER EMPLOYMENT

10.4.1 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.

#### 10.5 LIBRARY FACULTY

Library faculty shall follow a twelve (12) month calendar and shall work a forty (40) hour week on a schedule established by the Chair, subject to the procedures and approvals as set forth in Section 10.3.2, above.

### **ARTICLE 11** **INSTITUTIONAL ENVIRONMENT**

- 11.1 An adequate working environment and supporting services are necessary for effective teaching, learning and research.
- 11.2 The Employer recognizes the importance of library systems and resources, both physical and virtual, responsive to faculty and student needs consistent with standards of quality recognized at the national level by higher education and program accrediting bodies and the Association of College and Research Libraries.
- 11.3 The Employer recognizes the importance of adequate budgets in units for supplies and equipment.
- 11.4 The Employer recognizes the importance of adequate graduate assistantships to the University's graduate and research programs.
- 11.5 The Employer recognizes the importance of adequate support personnel providing services within academic units.

- 11.6 Members are encouraged to participate in activities that enhance their professional development. The Employer recognizes the importance of providing adequate funds for travel and development.
- 11.7 The Employer recognizes the importance of providing financial support for Faculty research through the existing structure of the University Office of Research.

## **ARTICLE 12** **COMPENSATION**

### 12.1 Salary Increases for 2014-2015.

12.1.1 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 two 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.

12.1.2 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 12.1.2.

12.1.3 The increases in sections 12.1.1 and 12.1.2 shall be effective August 18, 2014 and retroactive payments to eligible members shall be made within 30 days of ratification.

### 12.2. Salary Increases for 2015-2016.

12.2.1 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.

### 12.3. Salary Increases for 2016-2017.

12.3.1 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.

## 12.4 Salary Increases for 2017-2018.

12.4.1 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.

## 12.5 Promotional Increases. All increases provided in sections 12.1 through 12.4 will be applied after a member's promotional increase has been applied to a member's annual base salary.

12.5.1 Under Sections 12.1, 12.2, 12.3 and 12.4 members of the bargaining unit working 12 month contracts shall receive their salary increases effective at the start of the fiscal year (July 1), each year.

## 12.6 OVERLOAD/EXTRA COMPENSATION

12.6.1 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.

12.6.2 Extra Compensation for Research / Grants shall follow the principles of this section and are to apply the standards established in OMB circular A-21. A faculty member who performs work on sponsored agreements during the faculty member's regular contract term is compensated by his or her regular contract compensation. Compensation for work performed on sponsored agreements during all or any portion of such period are not to exceed the members base salary rate. In no event will charges to sponsored agreements, irrespective of the basis of computation, exceed the proportionate share of the base salary for that period.

Except as otherwise specified for teaching activity, charges for work performed by faculty members on sponsored agreements during the summer months or other period not included in the base salary period will be determined for each faculty member at a rate not in excess of the base salary divided by the period to which the base salary relates. The base salary period used in computing charges for work performed during the summer months will be the number of months covered by the faculty member's official academic year appointment.

The principles of OMB circular A-21 shall apply to all sponsored agreements/grants funded. Notwithstanding 12.6.2, a member can receive extra compensation that exceeds his/her base salary rate so long as the extra compensation is approved by the granting agency, does not exceed 20% of the member's base salary and the extra compensation is less than the amount given in stipend and/or graduate student support on the grant.

12.6.3 As recognition for extraordinary research efforts, bargaining unit faculty who obtain initial grant activity payable to the University in an academic year shall

receive a stipend in the form of a one-time payment, at the conclusion of the grant and successful acceptance of the final report by the funding agency, based on the aggregate level of the initial awards that year. In the event the bargaining unit faculty member may obtain more than one (1) award in any academic year, the stipends shall be as follows:

- Bargaining unit faculty who procure initial grant support from \$250,000 to \$500,000, exclusive of indirect costs, shall receive \$2,500 per award.
- Bargaining unit faculty who procure initial grant support from \$500,001 to \$1,000,000, exclusive of indirect costs, shall receive \$5,000 per award.
- Bargaining unit faculty who procure initial grant support from \$1,000,001 to \$1,250,000, exclusive of indirect costs, shall receive \$10,000 per award.
- Bargaining unit faculty who procure initial grant support from \$1,250,001 to \$1,500,000, exclusive of indirect costs, shall receive \$12,500 per award.
- Bargaining unit faculty who procure initial grant support from \$1,500,001 to \$2,000,000 and above, exclusive of indirect costs, shall receive \$15,000 per award.

In the case of multiple principal investigators, the stipend shall be distributed among them based on the percentage of effort documented in the University transmittal form.

12.6.4 In the event a bargaining unit faculty member receives a national or international prestigious award in a category recognized by the Lombardi Center, or as otherwise determined by the University, the bargaining unit member, as recommended by the President and approved by the Board of Trustees, shall receive at least \$2,500 in the form of a lump sum payment to be paid within sixty days after the date of receipt of the award.

## 12.7 Summer Assignment and Compensation

12.7.1 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 with one another for the assignments) who are qualified to teach and indicate a willingness to teach prior to offering the course to part-time faculty.

12.7.2 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.

- 12.7.3 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, subject to the maximum compensation per credit hour set forth above.
- 12.7.4 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.
- 12.7.5 This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.
- 12.7.6 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.
- 12.8 The employer 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 Department Personnel Committee, Department Chairperson and appropriate Dean.
- 12.9 A member promoted in academic rank shall receive an increase to annual base salary on the effective date of promotion as follows:

<b>2014-2015 through 2017-2018 Academic Years</b>	
To Assistant Professor	\$4,000
To Associate Professor	10% or \$10,000 whichever is greater
To Professor	10% or \$10,000 whichever is greater

12.10 Notwithstanding the above provisions, effective August 18, 2014, no member shall be paid less than the following annual salary for a 9-month appointment:

<b>2014-2015 through 2017-2018 Academic Years</b>	
Instructor	\$41,000
Assistant Professor	\$54,000
Associate Professor	\$58,000
Professor	\$60,000

12.11 All increases provided in sections 12.1 through 12.5 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.

12.12 The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of the 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.

12.13 When faculty develop or substantially revise a distance learning course they shall receive \$3500. Faculty who are paid \$3500 for the development or revision of a course are subject to the Article 17 provisions. As such, the payment received shall satisfy the significant financial support referenced in 17.2.1.2 and the work, material and documentation created shall be owned by the University.

12.14 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 13** **HEALTH CARE BENEFITS**

13.1 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 F). 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.

13.2 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.

13.3 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.

13.4 Prescription drug co-payments shall be as set forth in Appendix F.

#### 13.5 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.

#### 13.6 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.

#### 13.7 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.

#### 13.8 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 14**  
**OTHER BENEFITS**

14.1 OTHER INSURANCE

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

14.1.2 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.

14.2 RETIREMENT

Members will continue to be enrolled in either:

14.2.1 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

14.2.2 (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 alternative plan will be governed by the terms of the alternative plan adopted by the Board.

14.3 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:

14.3.1 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.



- 14.3.2 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.
- 14.3.3 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 the Ohio Revised Code (ORC) 9.91
- 14.3.4 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.

#### 14.4 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, then must submit 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.

- 14.4.1 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. Member's auditing the course will not impact compensation for teaching the course or impact course enrollments.
- 14.4.2 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:
  - 14.4.2.1 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.
  - 14.4.2.2 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 a have a maximum of four (4) credit hours at the University paid by the University during any summer term.

14.4.2.3 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.

#### 14.5 DEPENDENT TUITION WAIVER

14.5.1 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.

14.5.2 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 step-child 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).

14.5.3 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.

14.5.4 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.

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

14.5.6 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.

#### 14.5.7 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 75 hours of earned credit hours for passing any or all of the five examinations.

14.5.8 If the fee benefits covered in article 14.5.1 through 14.5.7 are increased for other groups of University employees, these increases will apply to this bargaining unit also.

#### 14.6 PARKING

The Employer will provide members with optional on campus parking privilege. The charge for this privilege shall be \$56 per year which may be paid via payroll deduction.

#### 14.7 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.

#### 14.8 PAY OPTIONS

The Employer will provide full-time, 9-month faculty with the option of receiving their academic year salary on a 26 (27 every 10th year) bi-weekly pay plan.

#### 14.9 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.

#### 14.10 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.

#### 14.11 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.

#### 14.12 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.

#### 14.13 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 15** **LEAVES**

#### 15.1 PAID LEAVE

##### 15.1.1 Sick Leave

15.1.1.1 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.

15.1.1.2 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.

15.1.1.3 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, 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), domestic partner and the domestic partner's immediate family as defined herein.

- 15.1.1.4 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 section 15.1.3 qualifies as an FMLA leave, the sick leave and the FMLA will run concurrently.
- 15.1.1.5 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 which they would have received had they not been on sick leave.
- 15.1.1.6 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.
- 15.1.1.7 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 (APRN), 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.
- 15.1.1.8 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.
- 15.1.1.9 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 C). 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.

## 15.1.2 VACATION

- 15.1.2.1 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.

- 15.1.2.2 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.
- 15.1.2.3 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.
- 15.1.2.4 The University shall not be obligated to pay compensation for accrued vacation to terminating members who give less than thirty (30) day notice of resignation.

### 15.1.3 FAMILY LEAVE

- 15.1.3.1 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.
- 15.1.3.2 Leave – The employer will provide paid Family Childcare Leave to an eligible member for a period of up to one 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.
- 15.1.3.3 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 or 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 section 15.1.1.3 of this article.

15.1.3.4 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.

15.1.3.5 Impact on Probationary Period - An untenured faculty member who takes leave under this section before being reviewed for tenure can request in writing that her/his probationary period be extended. This process will effectively stop her/his "tenure clock" and grant the faculty member an additional semester that will be added to her/his probationary period. A form will be placed into the faculty member's dossier to note such stoppage of the tenure clock. The maximum time allotted for extension of the probationary period will be a total of two semesters (i.e. for two separate maternity/paternity leaves).

It should be noted that the evaluation for tenure is an annual process governed by the collective bargaining agreement. Therefore, a faculty member who stops his/her tenure clock will be evaluated in the seventh year.

15.1.3.6 Evaluation - All evaluations of teaching, professional activity, service, used for promotion, renewal, merit, dean's merit, professional assessment and/or special assessment, shall remain unaffected by leave under this article except for in the manner described below. 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.

#### 15.1.4 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.

#### 15.1.5 HOLIDAYS

15.1.5.1 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.

15.1.5.2 Since many religious observances occur on days not designated as legal holidays, the University shall be flexible in accommodating member's religious observances.

#### 15.1.6 SABBATICAL LEAVE

15.1.6.1 A member shall be eligible to take a sabbatical leave in the member's seventh or later year of full-time service and again every seventh year after receiving a sabbatical leave.

15.1.6.1.1 Instructors in the College of Nursing shall not be eligible for sabbatical leaves.

15.1.6.2 The purpose of a sabbatical leave shall be to enable the member to pursue interests that contribute to the member's professional development through research, study, writing, or the acceptance of special assignments or fellowships and similar activities which will enhance the performance of the member's academic duties thus improving the reputation of the department or program.

15.1.6.3 A sabbatical leave may be granted to accept a temporary foreign teaching assignment or a recognized grant. In such cases the sum paid by the University shall be the difference between the grant or foreign salary and the member's regular University salary

15.1.6.4 Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a faculty member at another college or university in the United States of America or to complete requirements for a higher degree.



- 15.1.6.5 A member may seek a sabbatical leave by submitting a formal application and proposal to the member's department chairperson. The department chairperson 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 University Committee on Sabbaticals (UCS), which will make its recommendation to the Provost, who will in turn make recommendation to the President. Members shall be notified of all recommendations on their sabbatical applications at the time those recommendations are sent forward.
- 15.1.6.6 Applications must be submitted in the year preceding the one in which the sabbatical leave is to be taken. Applications shall be processed according to the schedule and on the forms issued by the Provost annually at the beginning of the academic year.
- 15.1.6.7 The formal application shall include a statement concerning the activity which the member proposes to pursue during the sabbatical leave, the purpose of such activity, the length of time for which leave is sought, and the dates of the proposed leave.
- 15.1.6.8 When recommending approval of sabbatical leave proposals, Department Chairpersons and Deans shall also certify that the instructional obligations of the member's department can be met. If all applicants in a department cannot be accommodated because of bona fide instructional obligations, positive recommendations shall be determined in the following order:
- First, members who have never had a sabbatical;
- Second, members with the longest time since their last sabbatical; and
- Third, members with the longest continuous full-time service in the department.
- 15.1.6.9 The University Committee on Sabbaticals (UCS) shall consist of faculty members who have had sabbaticals at the University, one (1) from each college with the faculty under the jurisdiction of the University Committee on Sabbaticals and (1) from the library faculty all of whom shall be elected by the Faculty Senate. Members of the USC shall serve a term of three (3) academic years beginning July 1, with one third (1/3) of the members retiring each year.

15.1.6.10 The President's recommendations shall be presented to the regular February meeting of the Board. Members will be notified after the Board has approved such leaves.

15.1.6.11 A request for a change in a sabbatical leave proposal before the original leave has been approved by the Board shall result in voiding all recommendations and require that the revised proposal go through the entire review process anew.

15.1.6.12 A request for a change in a sabbatical leave proposal after the original leave has been approved by the Board shall be considered only for changes in dates and then only upon the recommendation of the Provost and the President.

15.1.6.13 Exceptions to the above may be made by mutual agreement of the parties hereto.

15.1.6.14 The compensation schedule displayed below shall be used for members who receive sabbatical leaves:

Duration of Leave	Nine (9) Month Faculty	Twelve (12) Month Faculty
One semester	100% pay	11/12 of nine month base plus 1/4 of twelve month base
Two semesters	2/3 pay	2/3 of nine month base plus 1/4 of fifty-two week base
Three semesters	not applicable	1/2 pay

15.1.6.15 Members who accept a sabbatical leave shall be obliged to return to full time service at the University for two (2) consecutive semesters or the equivalent as enumerated in sections 15.1.6.1, 15.1.6.2 and 15.1.6.3, thereafter or reimburse the University for the salary they received on the sabbatical leave.

15.1.6.15.1 Nine (9) month faculty members, who return from sabbatical, shall provide full time service at the University for two consecutive semesters excluding summer term.

15.1.6.15.2 Twelve (12) month faculty members, who return from sabbatical, shall provide full time service at the University for two consecutive semesters including summer term.

15.1.6.15.3 Twelve (12) month Library Faculty, who return from sabbatical, shall provide full time service at the University for 32 consecutive weeks, irrespective of term.

15.1.6.15.4 Within ninety (90) days of completion of a sabbatical leave a member shall submit to the Provost a full written report detailing how the member has fulfilled the terms of the sabbatical leave proposal the member submitted under section 15.1.6.5. A member who fails to submit a satisfactory report shall be required to reimburse the University for the salary received during the sabbatical leave

15.1.6.16 The President shall determine the number and distribution of sabbatical leaves to be recommended to the Board using the number of sabbaticals granted over the preceding five (5) years as a basic guideline.

15.1.6.17 Sabbatical leaves shall not be considered a break in continuous service.

15.1.6.18 Approval of sabbatical leave proposals shall be the sole discretion of the President and the Provost with due consideration of the guidance provided by the UCS and section 15.1.6.16.

## 15.2 PAID OR UNPAID LEAVE

15.2.1 Special Assignment Leave – A Special Assignment Leave (SAL) shall utilize the member’s specialized skill(s) and expertise; said leave may be paid or unpaid.

15.2.2 A “Special Assignment Leave” shall be approved by the Chair and the Dean, whereby the member’s assignment while on said leave is determined to be in furtherance of the College mission. Within ninety (90) days of completion of the Special Assignment Leave a member shall submit to the Chair of the Department and the Dean a full written report detailing how the member has fulfilled the objective(s) of the Special Assignment Leave.

## 15.3 UNPAID LEAVE

### 15.3.1 LEAVE OF ABSENCE

15.3.1.1 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. The written agreement shall expressly state whether the leave will be included or excluded from the probationary period as described in Article 8, section 8.1.5. 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. Such leave shall not exceed two (2) calendar years. -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.

15.3.1.2 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.

15.3.1.3 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.

#### 15.3.2 MEDICAL LEAVE

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) and/or Advanced Practice Registered Nurse(s) (APRN(S)). 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.

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.

#### 15.4 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 18 – Corrective Action.

#### 15.5 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 herein 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.

### **ARTICLE 16** **OUTSIDE EMPLOYMENT and ACTIVITIES**

16.1 “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.

16.1.1 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.

16.1.2 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.

16.1.3 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.

16.1.4 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/her 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.

- 16.1.5 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.

## 16.2 Clinical Work

- 16.2.1 A member's assignment may include a clinical component which assignment is not considered outside employment under this Article and, further, the member is not entitled to additional compensation beyond the member's salary, unless otherwise agreed to in writing signed by the Dean prior to the assignment. However, a member may engage in outside employment beyond the clinical assignment for the same entity owning or leasing the facility where the clinical assignment is located but in such circumstances, the member shall obtain prior written approval in accordance with the requirements of this Article.
- 16.2.2 When a member engages in outside employment in order to maintain their Certificate of Authority (COA), the member is not covered by the Employer's liability insurance.

## **ARTICLE 17 DISCOVERIES, INVENTIONS, PATENTS AND COPYRIGHTS**

### 17.1 DISCOVERIES, INVENTIONS OR PATENTS

- 17.1.1 The parties agree to incorporate by reference herein Ohio Revised Code §3345.14, which is included as Appendix E to this Agreement.
- 17.1.2 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:
  - 17.1.2.1 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 17.1.1 and 17.1.2 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.

- 17.1.2.2 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.
- 17.1.2.3 Assist the University in perfecting its ownership interests in patents by executing the appropriate assignment documents.
- 17.1.2.4 Cooperate with and assist the BOT, or its appointed designees, to enable the evaluation, marketing and licensing of the submitted discovery, invention or patent.

## 17.2 COPYRIGHTS

- 17.2.1 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.
  - 17.2.1.1 "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.
  - 17.2.1.2 "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.
- 17.2.2 A copyrightable material or work shall be owned by the university if:
  - 17.2.2.1 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 17.2.1 above.
  - 17.2.2.2 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.

17.2.2.3 Bargaining unit members shall use the following notice when displaying University-owned copyrighted material: “Copyright or © (year), The University of Toledo. All rights reserved.”

17.2.2.4 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 17.2.1 and 17.2.2 above.

17.3 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.

17.4 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:

17.4.1 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.

17.4.2 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.

17.4.3 Further income, after the University has recovered its direct expenses, shall be divided between the University and the inventor(s) or author(s) of the 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.



**ARTICLE 18**  
**CORRECTIVE ACTION**

- 18.1 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.
- 18.2 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 18.3 below. Interviews with the member and others may be conducted during any such investigation. Before any investigative interview occurs with a member under investigation, and/or when a member is advised that he/she is 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 or meeting or hearing will not proceed without a UT-AAUP and/or its legal 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 or her Garrity Rights prior to the interview that it is being conducted as part of an investigation that could result in disciplinary action against the member. The member will also be advised that (1) his or her statements during the interview will not be used against him/her in any subsequent criminal proceedings that might take place, and (2) his or her failure to answer questions during the interview will subject him or her to disciplinary action up to and including termination of employment.

- 18.2.1 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.
- 18.3 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 advise the member of his or her Garrity Rights, i.e. (1) his or her statements during the hearing will not be used against him/her in any subsequent criminal proceedings that might take place, and (2) his or her refusal to answer questions during the hearing will subject him or 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 18.4.

- 18.4 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 pursuant to Article 20, section 20.6.
- 18.5 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.
- 18.6 Evaluations and assessments shall not be construed as discipline.
- 18.7 In the rare instance, when this Article is used as a result of the process outlined in Article 9, section 9.7 (Professional Assessment) or section 9.5 (Special Assessment), the Employer recognizes that such use is a last resort. If corrective action is necessary under the cited Articles, it shall be applied after all grievances on the issue have been resolved.

**ARTICLE 19**  
**FINANCIAL EMERGENCY PRINCIPLES AND PROCEDURES**

- 19.1 Should the Employer reasonably anticipate the existence of a financial crisis of such severity that it cannot be alleviated without terminating the appointments of members ("financial emergency"), the data upon which this anticipation is based 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.
- 19.2 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:
- 19.2.1 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);
- 19.2.2 Investigate and recommend ways to relieve the emergency by means of initiating mechanisms for income generation;
- 19.2.3 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;
- 19.2.4 Investigate and recommend elimination of inessential activities.

- 19.3 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.
- 19.4 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 and 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.
- 19.5 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.
- 19.6 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial emergency. Recognizing that layoff of members is the last action to be taken under financial emergency; the following steps shall be taken in order:
- 19.6.1 The teaching of overloads in an affected discipline shall be eliminated.
- 19.6.2 Any category of faculty other than full-time shall be released first.
- 19.6.3 Non-tenured members in an affected department shall be laid off before tenured members in that department. The order of layoff in a department shall be: non-tenured, non-tenure track and non-bargaining unit faculty starting with part-time faculty and/or visitors; members of the Lecturer's bargaining unit within the department, in inverse order of full time continuous service to the University; tenure-track faculty; and tenured faculty.
- 19.6.4 Tenure-track members in an affected department with the least amount of full time continuous service at the University shall be laid off in advance of those with more full time continuous University service.
- 19.6.5 Tenured members in an affected department with the least amount of full time continuous service at the University shall be laid off in advance of those with more full time continuous service.

- 19.6.6 Where the length of continuous University service is equal, academic rank, if unequal, shall be taken into account, with the person with lower rank preceding a person with higher rank in the order of layoff.
- 19.6.7 Any tenured member scheduled for layoff who is qualified to teach in a different department or college can “bump” tenure-track faculty in said department or college.
- 19.6.8 The Employer shall not appoint new faculty while members are laid off within the periods specified in 19.9 below except in extraordinary circumstances where the FEIC agrees that a serious impairment of retained academic programs would otherwise result and reassignment of faculty members designated for layoff has been considered as a solution.
- 19.7 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.
- 19.8 If a member is laid off under the terms of this Article, the faculty member shall receive notice, or salary in lieu thereof, in accordance with the following schedule:
- 19.8.1 At least three (3) months if the final decision is reached by March 1 (or three (3) months prior to the expiration) of the first year of probationary service, if the member is tenure-track;
- 19.8.2 At least six (6) months, if the decision is reached by December 15 of the second year (or after nine (9) months, but prior to eighteen (18) months) of probationary service, if the member is tenure-track;
- 19.8.3 At least one (1) year, if the decision is reached after eighteen (18) months of probationary service, if the member is untenured;
- 19.8.4 Completion of the current academic year plus one (1) year, if the member is tenured; provided, nevertheless, that no salary or notice is required beyond the term to which an untenured member has most recently been appointed.
- 19.9 If an untenured member is laid off before the end of the period of an appointment, or if a tenured member is laid off, under the terms of this article, the University may not fill a position in a discipline in which a released member is qualified to teach unless the released member has been offered reappointment and has been given at least thirty (30) calendar days within which to accept or decline the reappointment. This restriction on filling positions shall be in effect for a period of one (1) year from the date of the layoff of the untenured member, and for a period of three (3) years from the date of the layoff of the tenured member. A member thus recalled shall be recalled with all time restored for seniority and retirement purposes.

- 19.10 Upon the effective date of layoff of a member, under the terms of this Article, the right of that member's access to space, services, resources and equipment (or their equivalent) to which the member was entitled prior to layoff shall be honored, for a period up to three (3) years, to the extent of availability. Such a laid off member shall have the right to continue to participate, at the member's expense, at the University group rates, in the University's life insurance, medical/dental/vision benefit programs and shall continue to enjoy tuition waiver privileges available to members for a period of up to three (3) years.

## **ARTICLE 20** **GRIEVANCES**

- 20.1 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.

### 20.2 DEFINITIONS

20.2.1 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.

20.2.2 Non-renewal and adverse promotion and tenure decisions are grievable only following the Provost’s recommendation for non-renewal or against promotion or tenure; recommendations made at lower levels of review are subject to reconsideration as set forth in Section 9.2, of this Agreement.

20.2.3 Merit grievances shall be heard at first step by the Dean of the College in which the aggrieved faculty member teaches. If the Dean’s response is unacceptable to the aggrieved faculty member, the grievance shall be heard by a special merit appeal committee comprised of three (3) UT-AAUP representatives and three (3) UT Administrators. There shall be an alternate member for UT-AAUP and for UT Administrators who shall serve in cases where one of the other members is unavailable or prohibited (see below) from hearing the grievance.

The merit appeal committee shall be a standing committee at the University level. If a committee member has participated in the same year’s merit consideration for the grieving faculty member, at any level, the committee member shall abstain from participation in the merit appeal and shall be replaced by the appropriate alternate.

The merit appeal committee shall hear the grieving faculty member’s case and shall issue a written decision explaining their findings within thirty (30) days of hearing the case. The decision of the merit appeal committee shall include a final

merit score for the grieving faculty member, and the score is final and binding. Merit grievances may not be appealed to external arbitration or any other forum.

20.2.4 The time limits indicated in this Article shall be considered maximum unless extended by mutual agreement in writing.

20.2.5 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.

20.3 If the matter is not resolved informally, a formal grievance may be filed. The official grievance form in Appendix D must be used to file the grievance.

#### 20.3.1 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 D 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 supervisor, i.e. the lowest level of Administration with authority to resolve the grievance, for hearing within ten (10) days of receipt, with notice to the grievant(s) and the UT-AAUP.

#### 20.3.2 DEPARTMENT CHAIRPERSON

Upon receipt of a grievance from the Employer's Designee, the Department Chairperson, or other appropriate immediate supervisor, 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 decision 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 level of Dean. The Employer's Designee shall then promptly forward the grievance to the appropriate dean within ten (10) days.

#### 20.3.3 DEAN

Upon receipt of a grievance from the Employer's Designee, the dean shall arrange for a meeting with the grievant and a UT-AAUP representative, to take place

within fourteen (14) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within fourteen (14) days following the meeting, the dean 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 the UT-AAUP. If the grievant or the UT-AAUP does not accept the decision 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 by the Provost. The Employer's Designee shall then promptly forward the grievance to the Provost within ten (10) days.

#### 20.3.4 PROVOST

Upon receipt of a grievance from the Employer's Designee, the Office of the Provost shall arrange for a meeting between the Provost or designee and the grievant and a UT-AAUP representative, to take place within fourteen (14) days, to discuss and attempt to resolve the grievance. If attempts to resolve the grievance are unsuccessful, within fourteen (14) days following the meeting, the Provost or designee 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 the UT-AAUP. If the UT-AAUP does not accept the decision provided at this step, it may appeal to external arbitration or in the matter of a tenure or promotion decision to the Internal Arbitration Board (IAB).

#### 20.3.5 INTERNAL ARBITRATION BOARD

Subject to Article 20.4, the IAB shall only have jurisdiction to hear grievances on tenure or promotion decisions. The IAB shall convene within twenty (20) days of formation to hear the grievance and receive such evidence and testimony as the parties may wish to present. The IAB shall be a standing body consisting of three (3) members appointed by the Employer's Designee and three (3) members appointed by the President of UT-AAUP. The board shall choose a chairperson from among its members. Recommendations of the IAB shall be by agreement of four (4) or more members voting by secret ballot and shall be forwarded to all parties. Recommendations and orders shall be issued in writing within thirty (30) days after closing of the record. In the event that the IAB does not render a recommendation or if the President does not act in accordance with the IAB's recommendation, UT-AAUP shall have the sole right to submit the grievance to final and binding arbitration by an external arbitrator, within ten (10) days after receipt of notice of the IAB's inability to reach a decision or by notice of the President's action regarding the recommendation. The UT-AAUP shall submit their appeal to the decision by written notice to the Employer's Designee.



## 20.3.6 EXTERNAL BINDING ARBITRATION

20.3.6.1 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.

20.3.6.2 Upon a submission to external arbitration, representatives of the UT-AAUP and the Employer's 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.

## 20.4 REMEDIES

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

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

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

20.4.3 External arbitrators may not grant tenure. If an external arbitrator sustains a grievance concerning tenure, the remedy shall be that the grievant is afforded an additional probationary year and shall be re-considered for tenure in the next successive academic year to the issuance of the arbitration award. The consideration for tenure shall be in accordance with the terms of the Agreement.

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

- 20.4.5 They shall make no award which provides a member compensation greater than would have resulted had there been no violation.
- 20.5 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.
- 20.6 Suspensions or dismissals may be appealed by UT-AAUP directly to external arbitration.
- 20.7 A member who participates in a grievance procedure will not be subject to disciplinary reprisal because of such participation.
- 20.8 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.
- 20.9 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 21**  
**NO STRIKE/NO LOCKOUT**

- 21.1 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.
- 21.2 The Employer shall not conduct a lockout of bargaining unit members during the term of this Agreement.
- 21.3 Any member of the bargaining unit who engages in any activity in violation of Section 21.1 above during the term of this Agreement shall be subject to discipline up to and including dismissal as determined by the University.

**ARTICLE 22**  
**UT-AAUP**

- 22.1 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.
- 22.2 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.

### 22.3 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 per 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.

### 22.4 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.

22.4.1 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.

22.4.2 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.

22.4.3 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 23**  
**ENTIRE AGREEMENT**

23.1 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 24**  
**SEPARABILITY**

Should 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 25**  
**LABOR-MANAGEMENT MEETING**

The parties agree to hold monthly Labor-Management meetings at mutually agreed upon times scheduled between the Employer's designee and UT-AAUP President or designee. 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 26**  
**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 27**  
**DISTRIBUTION OF AGREEMENT**

Within thirty (30) calendar days after this Agreement has been ratified and signed by the parties, the University shall have this Agreement printed at its expense and use its best effort to have this Agreement distributed to all currently employed UT-AAUP bargaining unit members. Thereafter, the University shall use its best efforts to provide to any new members a copy of this Agreement within fifteen (15) days of employment.

In the event a member does not receive this Agreement as provided above, the University shall distribute one to such member within ten (10) days of 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 reproduction.

**ARTICLE 28**  
**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.

- 28.1 Development of a distance and e-learning course ("DL") or substantial revision to an existing DL course receiving significant financial support as set out in Article 17 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.
- 28.2 Approval for significant financial support to develop or substantially revise an existing DL course will be made by the Provost or designee. Article 17 shall govern the ownership of the work product and course materials.
- 28.3 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(s). 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.

- 28.4 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.
- 28.5 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

## APPENDIX A

### **Terminal Degrees**

1. The following degrees constitute terminal degrees, other than doctorate degree, for current bargaining unit members hired before July 1, 2000 for which such employees will be eligible, provided the established criteria have been met, for promotion to the ranks of assistant, associate, and/or full professor:
  - a. A Master of Library Science degree from an ALA accredited library school is an appropriate terminal degree for librarians.
  - b. In the College of Arts and Sciences, the following degrees are appropriate terminal degrees in the following fields or sub-fields:
    - i. ART: Studio Art M.F.A.
    - ii. MUSIC: Performance Studies and Conducting M.M.
    - iii. THEATRE & FILM: Theatre and Film creative artists M. F.A.
    - iv. ENGLISH: Creative writing M. F.A.
  - c. In the College of Business Administration
    - i. Department of Applied Organizational Technology - earned Master's degree in an appropriate discipline for such promotion
  - d. In College of Health Science and Human Service
    - i. Undergraduate Legal Specialties J.D.
2. The following degrees constitute terminal degrees, other than a doctorate degree, for current bargaining unit members (as of July 1, 2000) for which such employees will be eligible, provided the established criteria have been met, for promotion to the rank of assistant and/or associate professor. Such employees are not eligible for promotion to the rank of full professor absent a doctorate degree:
  - a. In the College of Engineering, Department of Engineering Technology, all areas: A Master's degree is required. In addition, either 30 semester hours of additional study in an appropriate field or professional registration along with 3 years' experience, is also required.
  - b. In the College of Health Science and Human Service the following degrees are appropriate terminal degrees in the following field or sub-fields:



- i. NURSING, CARDIOVASCULAR TECHNOLOGY/ MENTAL HEALTH TECHNOLOGY, EMERGENCY MEDICAL TECHNOLOGY, MEDICAL ASSISTING TECHNOLOGY, RESPIRATORY CARE: Master's degree plus 30 semester hours of additional study in an appropriate field plus licensure/certification plus 2 years' experience.
    - ii. SOCIAL SERVICE TECHNOLOGY: M.S.W. plus licensure plus 2 years' experience.
  - c. In College of Business Administration, Department of Applied Organizational Technology:
    - i. COMPUTER INFORMATION SCIENCES: M.B.A. or equivalent Master's degree plus 2 years in field experience.
    - ii. MARKETING AND SALES TECHNOLOGY/RETAIL MANAGEMENT MAJOR: M.B.A. or equivalent degree.
- 3. Except for Applied Organizational Technology, Bargaining Unit Members hired after July 1, 2000 in the departments specified in Section 2 in this Appendix shall be required to have earned a doctorate degree in order to be eligible for promotion, subject to meeting the established criteria for promotion.

**APPENDIX B**

**Faculty Five-Year Professional Assessment Evaluation Form**

Faculty Member	College	Department	
Current Rank	Highest Degree	Date of Hire	Year last Evaluated

Instructions

1. Attach the inventory of supporting materials to this form. Supporting materials are described in the UT-AAUP Collective Bargaining Agreement, Article 9.0
2. Forward this form, the inventory and all supporting materials to the next evaluating entity after you have completed your review and assessment of the faculty member and completed the appropriate section of this Evaluation form.
3. When the assessment process is complete, this Form will be attached to the inventory of supporting materials and filed in the official personnel file in the Office of the Provost.

---

Recommendation of the Department Personnel Committee

The DPC has completed its assessment of this faculty member.

Names of Committee Members: \_\_\_\_\_  
\_\_\_\_\_

Committee Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

---

Recommendation of Department Chairperson

I have completed assessment of this faculty member.

Signature of Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

Member

I have reviewed the completed assessment.

Signature of Member: \_\_\_\_\_ Date: \_\_\_\_\_

---

---

Recommendation of College Personnel Committee

The College Personnel Committee has completed the assessment and provided comments as stated in Section 9.7.7

Names of Committee Members: \_\_\_\_\_  
\_\_\_\_\_

Signature of Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

---

---

Recommendation of College Dean

The College Dean has completed the assessment and provided comments as stated in Section 9.7.7

Signature of Dean: \_\_\_\_\_ Date: \_\_\_\_\_

---

---

Recommendation of the Provost

The Provost has completed the assessment and provided comments as Stated in Section 9.7.7

Signature of Provost: \_\_\_\_\_ Date: \_\_\_\_\_

---

---

Pursuant to Section 9.7.6, the Professional Assessment \_\_\_\_ has \_\_\_\_ has not identified significant matters requiring remedy. The Chair notified the member on \_\_\_\_\_ (date) of the program of growth and provided means of monitoring progress and success in that program. (Program attached)

## APPENDIX C

### 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 tenure and/or tenure-track faculty 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 sic 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 day 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.

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 Worker's 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 D

**GRIEVANCE FORM**

**TENURED, TENURE-TRACK 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.



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 E

### **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 F**

**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