UNIVERSITY OF Cincinnati

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Collective Bargaining Agreement
between
University of Cincinnati
and
American Association of University Professors
University of Cincinnati Chapter

Effective Date: July 1, 2013
Expiration Date: June 30, 2016

AAUP

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COLLECTIVE BARGAINING AGREEMENT

between

UNIVERSITY OF CINCINNATI

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

UNIVERSITY OF CINCINNATI CHAPTER

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PREAMBLE

This Agreement between the Board and the AAUP is intended:

(1) To define, clearly and concisely, the rights and obligations of the Administration and Faculty Members;

(2) To improve the quality of the University's programs in teaching, research, and public service;

(3) To assure fair and reasonable conditions of employment and dispute resolution procedures; and

(4) To provide for the participation of the Faculty and Administration in the continuing effort to improve the University's quality, efficiency, and responsiveness.

ARTICLE 1
RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

1.1 The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for employees in the following classifications:

1.1.1 All Faculty who hold the unqualified titles of Instructor, Assistant Professor, Associate Professor, Professor, Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian and Senior Librarian;

1.1.2 All Faculty appointed full-time on an academic year or annual basis who hold the titles of Instructor, Assistant Professor, Associate Professor, or Professor qualified by one of the following: Clinical, Educator, Field Service, Practice, or Research;

1.1.3 All Faculty appointed on an academic year or annual basis who hold Adjunct or other part-time titles whose position is 65% or more of a full-time Faculty position;

1.1.4 Assistants to the Dean who meet the 65% or more of a full-time Faculty position requirement; Heads, Directors, Chairpersons and Coordinators of Departments, and Division Heads.

1.2 Excluded from the Bargaining Unit are:

1.2.1 Persons who hold Faculty titles or ranks in the Reserve Officers Training Corps or the Tanners Research Council;

1.2.2 Persons in the College of Medicine who: are part-time Faculty, or any Academic Unit Head who is the chief executive officer of an outside corporation which is affiliated with the University;

1.2.3 Administrators at the level of Assistant Dean and above (e.g., Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President, Associate Vice President, Vice President, President), even if they hold

regular academic ranks or titles;

1.2.4 All visiting Faculty, volunteer Faculty, and affiliated Faculty, whether full or part-time.

1.2.5 Faculty in the College of Medicine or the College of Nursing classified as geographic full-time.

1.3 Within fifteen (15) days following the beginning date of each semester of the academic year, the AAUP may review the Personnel Change Request for all new part-time Faculty upon written request to the University Contract Administrator.

ARTICLE 2
ACADEMIC FREEDOM

2.1 Institutions for higher education exist for the common good in a democratic society. The welfare and strength of the University and of society at large depend on free inquiry and its free expression. Academic freedom is based upon the premise that scholars are entitled to immunity from coercion in matters of thought and expression, and on the belief that the mission of the University can be performed in an atmosphere free from administrative or political constraints on thought and expression. Thus, academic freedom is essential for the maintenance of vital democratic institutions and of an informed and energized citizenry. The University of Cincinnati and the AAUP reaffirm their long tradition of and deep commitment to academic freedom.

2.2 Academic freedom applies to freedom of thought and expression in teaching, research, and extramural activities. Freedom in research is fundamental to the advancement of free inquiry. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom is also essential to protect the rights of Faculty Members freely to discuss and debate all ideas, however controversial or unpopular, before the broader community. The right of academic freedom shall be the right of every Faculty Member. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research in all aspects of University life.

2.3 The University shall also continue to recognize that all Faculty Members are citizens and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty Members shall be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.

ARTICLE 3
ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

3.1 The AAUP and the University recognize the following:

3.1.1 That in the practice of their profession, Faculty Members' principal academic functions are teaching, discovering, creating, and reporting knowledge.

3.1.2 That in the practice of their profession, Librarians select, acquire, and provide access to scholarly information according to the duties and responsibilities contained in their individual job descriptions. As part of their professional responsibilities they may also participate in teaching, discovering, creating, and reporting knowledge.

3.1.3 That in order to carry out these functions, special protections are acknowledged to be essential by the parties to this agreement. These protections are known as academic freedom and tenure.

3.2 The general statements which follow take as their source and guide the "1940 Statement on Academic Freedom and Tenure" and the "1987 Statement on Professional Ethics" found in the *Policy Documents and Reports of the AAUP* (the Redbook).

3.3 The primary justification for academic freedom is service to society's need for independent criticism and advice and a continual flow of new ideas vital in a democracy. The creation of knowledge is inherently threatening to the established order. Academic tenure, therefore, is vital to the nurturance of new ideas and new knowledge. Tenure is the bulwark against the application of economic and political power in limitation of the topics of inquiry and the publication of results.

3.4 Academic tenure, therefore, entails significant responsibilities: to enlarge the common body of knowledge; to raise hard questions; to take unpopular positions; and to accept intellectual risks. The real freedoms associated with inquiry and expression, however, are always bounded by the responsibilities associated with those freedoms.

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

3.6 As teachers, Faculty Members and Librarians encourage the free pursuit of learning in their students. They hold before students the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. To that end, their responsibilities as teachers are not confined to formal instructional settings but also include accessibility to and engagement with students outside the classroom. Accessibility of Faculty Members includes posting and keeping of office hours convenient to students and availability by appointment. Faculty and Librarians make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

3.7 As colleagues, members of the academic community have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues.

3.8 As principals of an academic community, Faculty Members and Librarians accept that active participation in the governance in their Academic Units, colleges, and the University cannot always be coterminous with their teaching responsibilities. Active participation in governance and academic planning is expected and necessitates a commitment to joint efforts with colleagues (e.g., Faculty meetings, planning retreats, Faculty workshops, Faculty

Senate, AAUP, and University governance activity) that extend throughout the academic year.

3.9 As members of their institution, Faculty Members and Librarians seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their rights to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities to it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

3.10 As members of their community, Faculty Members and Librarians have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

3.11 The responsibilities of members of the academic community encompass many professional functions appropriate to their varied roles. The responsibilities of individual Faculty Members and Librarians will vary depending upon the specific areas of activity in which they are engaged. It is recognized that the protections afforded by academic freedom are not to be taken lightly. Academic freedom protects Faculty Members and Librarians in refusing to accept specific responsibilities they find morally, politically, or intellectually reprehensible; but, this does not imply that the safeguards of academic freedom may be used on unprincipled grounds.

ARTICLE 4
NON-DISCRIMINATION

4.1 The University will not discriminate or tolerate discrimination against any Bargaining Unit member or applicant in matters of wages, hours, terms and other conditions of employment on the basis of sexual orientation or any characteristic prohibited by Federal or Ohio law.

4.2 The University will not tolerate any form of sexual harassment.

4.3 The University and the AAUP will not discriminate against any Bargaining Unit member for any activities for or against the AAUP or for membership or lack thereof in the AAUP.

4.4 No person shall be employed or promoted to a position within the Bargaining Unit if the result would be that an Academic Unit Head and a member of his or her immediate family (*i.e.*, spouse, child, parent, brother, sister) would be members of the same unit except upon the recommendation of a majority of the members of the unit, subject to the approval of the Provost.

ARTICLE 5
AFFIRMATIVE ACTION

5.1 Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies. Faculty Members and Librarians have a shared responsibility and commitment to promote a nondiscriminatory University environment.

5.2 In order to facilitate the creation and implementation of such policies, the Administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The Committee shall have the opportunity to make recommendations to the President or the President's representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the Committee desires to have a meeting on the matter, the President or the President's representative shall meet with the Committee and respond to the Committee's recommendations if requested to do so by the chairperson of the Committee. Copies of current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.

5.3 On or before October 15 of each year of this Agreement, Office of Talent Acquisition and Compliance and/or the Provost shall distribute to each college Dean, library administrator, Academic Unit Head, and to the AAUP copies of the current affirmative action employment policies, procedures, and guidelines. The staff of the Office of Talent Acquisition and Compliance and other designated affirmative action coordinators shall be available upon request to assist Faculty Members and Librarians in ensuring compliance with University affirmative action policies and procedures.

5.4 A copy of the annual Affirmative Action Report, submitted to the Department of Labor, shall be sent to the AAUP upon written request to the University Contract Administrator.

ARTICLE 6
APPOINTMENTS

6.1 Faculty Appointments and the Academic Year

6.1.1 The Academic Year of the University runs from August 15 through August 14 and includes three (3) academic semesters: Fall, Spring, and Summer. In general, Faculty Members are employed for 12 months each Academic Year; however, their appointments are typically defined either as Two-Semester or 12-Month. Faculty Members with Two-Semester appointments accrue their annual base salary over two (2) of the academic semesters but are paid in monthly increments across the twelve months of the year. Faculty Members with 12-Month appointments have duties that extend, and base-salary earnings that accrue, across all months of the year.

6.1.2 Two-Semester Appointments

6.1.2.1 **Primary Semesters.** A Faculty Member with a Two-Semester appointment performs most of his/her normal teaching and service duties as well as some professional activity during two semesters ("Primary Semesters") of the Academic Year. A Faculty Member with a Two-Semester appointment typically has the opportunity to use the other months of the year for research, scholarship, creative activity, and/or other forms of professional development. For reasonably brief periods before, after, and between the Primary Semesters, a Faculty Member may be expected to attend meetings, participate in governance, prepare materials for teaching, advise students, evaluate student work, and engage in other activities ancillary to or in support of his/her responsibilities during his/her Primary Semesters. Such activities are not subject to additional compensation. A Faculty Member with a Two-Semester appointment may receive additional compensation, from internal or external sources, for teaching, consulting, grant-supported research, or other activities during his/her

Secondary Semester as prescribed and permitted elsewhere in this Agreement and/or in the Rules of the University.

6.1.2.2 Secondary Semesters. For Faculty Members holding Two-Semester appointments, the initial appointment letter shall specify which of the Academic Year's three semesters will normally be his/her Secondary Semester; that is, the term during which he/she typically has no on-campus duties required. The Secondary Semester may be Fall, Spring, or Summer. If the original appointment letter does not, or did not, specify the Secondary Semester, the Primary Semesters of the Faculty Member shall be Fall and Spring except as voluntarily changed below.

6.1.2.3 Changes to Secondary Semesters. An Academic Unit Head may temporarily change a Faculty Member's Secondary Semester in a single year to meet unit or other needs only with the concurrence of the Faculty Member; in such cases, the Faculty Member shall not receive additional compensation.

A Faculty Member may propose a change of his/her Secondary Semester in an upcoming year by notifying his/her Academic Unit Head by January 1 preceding the Academic Year prior to the proposed change. The Head will recommend and the dean will decide whether to accept the proposed change based on departmental and college needs. The Faculty Member will be notified of the decision no later than February 15.

Nothing herein shall be construed to prohibit a Head and Faculty Member from agreeing to redistribute some duties, such as teaching a course, from a Primary Semester to a Secondary Semester without additional compensation. Nothing herein shall constrain existing initial appointment letters from being amended, upon agreement of the dean and the Faculty Member, with regard to the specific Secondary Semesters.

However, in no instance shall more than 30% of the Faculty Members of an academic unit have Summer Semester as one of their Primary Semesters.

6.1.3 **Twelve-Month Appointments.** Faculty Members holding 12-Month appointments have no Secondary Semesters. As provided for elsewhere in this Agreement, Faculty Members with 12-Month appointments accrue vacation against which time off will be charged.

6.1.4 **Appointments Based on Quarters.** Existing faculty appointments that describe a Faculty Member as having annual duties consisting of “three quarters” or “9 months” shall be interpreted under the semester system to mean that the Faculty Member has a Two-Semester appointment. Existing faculty appointments that describe a Faculty Member as having annual duties consisting of “four quarters” or “12 months” shall be interpreted under the semester system to mean that the Faculty Member has a 12-Month appointment.

6.2 Initial Appointment of Faculty

6.2.1 In tenure track and qualified appointments the title advertised and assigned to a Faculty position must match the duties and responsibilities to be performed as specified in the detailed description of that position.

6.2.2 The appointment of a Faculty Member to an Academic Unit shall normally be based on a recommendation initiated within and approved by the Faculty of that Academic Unit using procedures developed within the Academic Unit. In unusual circumstances, the Dean may initiate an appointment after explanation to and consultation with the Academic Unit Faculty and allowing them the opportunity to consider other candidates. Any person without Faculty status at an administrative level of Assistant Dean or higher may be subsequently appointed to Faculty status upon the approval of the Faculty of the Academic Unit.

6.2.3 When the Dean and the Academic Unit cannot agree on an appointment recommendation, the Provost, at the request of

the Dean or the Academic Unit and after consultation with the Academic Unit, shall name a committee to resolve the dispute. The committee shall consist of one (1) member of the Faculty elected from the Academic Unit involved, one (1) member of the Faculty from a related discipline, selected by the Academic Unit Faculty involved, one (1) member of the Faculty from a related discipline, selected by the Provost, and two (2) persons of recognized stature in the discipline of the Academic Unit involved, selected by the Provost after consultation with the unit.

6.2.4 Faculty appointments normally start at the beginning of the Academic Year. An appointment made between August 15 and December 31 shall be considered for academic leave and tenure purposes, as commencing on August 15 of that year; an appointment made on or after January 1 shall be considered for these purposes as commencing on the following August 15.

6.2.5 Should a tenure-track position be created or become vacant, if the tenure-track position is subject to a full search, any non-tenured faculty member currently employed at the University who applies and meets the qualifications will, except for special circumstances, be granted an interview.

6.3 Unqualified Faculty Titles

6.3.1 All tenure track Faculty appointments shall be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor; and for Library Faculty: Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, or Beginning Librarian.

6.3.1.1 Professors shall be appointed on indefinite tenure to retirement, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three-year term shall be accompanied by a grant of indefinite tenure.

6.3.1.2 Associate Professors initially shall be appointed for a term of three or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five-year or a second three-year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of an appointment term. Individuals promoted to Associate Professor prior to tenure review may be reappointed to a term of appropriate length to complete the full seven (7) year probationary period.

6.3.1.3 Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years. Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for indefinite tenure at the rank of Assistant Professor.

6.3.1.4 Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.

6.3.1.5 Senior Librarians initially shall be appointed with tenure unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Senior Librarian at the expiration of an initial three-year term shall be accompanied by a grant of tenure.

6.3.1.6 Associate Senior Librarians initially shall be appointed for a term of three or five years unless granted indefinite tenure upon recommendation of the Librarians' Reappointment, Promotion, and Tenure Committee. The reappointment of an Associate Senior Librarian at the expiration of an

initial five-year or second three-year term shall be accompanied by a grant of tenure. Tenure also may be granted prior to the expiration of an appointment term. Promotions to the rank of Associate Senior Librarian or above shall be accompanied by a grant of tenure.

6.3.1.7 Associate Librarians initially shall be appointed for a term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall be accompanied by a grant of tenure.

6.3.1.8 Assistant Librarians initially shall be appointed for a term of either one, two, or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain tenure at the rank of Assistant Librarian.

6.3.1.9 Beginning Librarians initially shall be appointed for a term of one, two, or three years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain tenure at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to tenure.

6.3.2 In the letter offering initial appointment, notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions, if applicable, shall in each case be given in writing to the appointee by the Dean or Administrator. The letter shall not set forth any terms or conditions which are contrary to the rights and obligations established by this Agreement. Initial appointment letters shall specify a period of initial appointment. Appointments may also be made with tenure, provided that the award of tenure is approved by the applicable Academic Unit, Dean, Provost, and Board of Trustees. Unless the letter provides otherwise, commitments of travel and research and other non-salary funds, courtesy titles, administrative titles, and others terms of the letter that are supplementary, shall be construed as binding only for the term of the initial

appointment referenced in the letter, or, in the case of initial appointments that include tenure, for a period of three years.

No credit for previous service may be granted toward the probationary period without the prior written approval of the Dean and the Provost as specified in the appointment letter. Such credit, if granted, is irrevocable. For all appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment.

Initial appointment letters shall include a weblink or other direct reference to Article 6.2.2 of the Collective Bargaining Agreement.

6.3.3 In unusual or special circumstances, persons initially appointed as Assistant Professor may be promoted to Associate Professor with appointment terms of two, three, or four years.

6.3.4 Librarians may apply in writing for a ten (10) month appointment (two (2) months leave without pay) by February 1 of the preceding academic year. The appropriate administrator shall render a decision by May 1.

6.3.5 A Faculty Member who accepts an appointment elsewhere shall promptly give notice to the Dean or administrator. If the resignation is effective at the end of the academic year, notice should be given no later than May 1. The Dean or administrator may waive this requirement for emergencies, and the Faculty Member should conform to that decision. A Librarian should give written notice at least thirty (30) days prior to leaving the employ of the University. This paragraph shall not apply to a Faculty Member who has received notice of termination pursuant to Article 28, or to Article 29 of this Agreement.

6.3.6 There shall be no tenure quotas in any college or Academic Unit or in the University as a whole.

6.4 **Termination of a Faculty Member**. After probation, a Faculty Member must be terminated or granted indefinite tenure. Tenure is achieved only by grant of the Board and only in accordance with

Article 7. Termination of an appointment with tenure, or of a probationary or qualified title appointment before the end of the specified term shall occur only for adequate cause (see Article 9) except in the case of retirement or because of financial exigency declared by the Board, pursuant to Article 28 or because of elimination of a program, Academic Unit, college, or library, pursuant to Article 29.

6.5 Qualified Faculty Titles

6.5.1 Qualified Faculty titles are titles in the Adjunct, Clinical, Educator, Field Service, Practice, and Research series. Faculty Members with qualified titles do not have the right to request a review for tenure.

6.5.2 Persons appointed by the University in connection with special grants or for other projects limited in time may only receive qualified titles.

6.5.3 The Dean or administrator shall notify each person appointed to a qualified title that the appointee does not have the right to be reviewed for tenure, of the terms of the appointment, and of any conditions for reappointment or promotion. This Article does not restrict the right of the Board to grant tenure to any person whose value to the University merits that action.

6.4.4 Bargaining Unit Faculty Members with a qualified title may be granted appointments and reappointments for periods ranging from one (1) to seven (7) years each.

6.6 Initial Appointment of Library Faculty

6.6.1 Job descriptions for each new position within the library jurisdiction shall be written by the appropriate Library Administrator and sent to the Librarians' RPT Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the position will be recruited.

6.6.2 The appointment of a Faculty Member to an Academic Unit shall normally be based on a recommendation initiated within and approved by the faculty of that Academic Unit

using procedures developed within the Academic Unit. In unusual circumstances, the Dean may initiate an appointment after explanation to and consultation with the Academic Unit Faculty and allowing them the opportunity to consider other candidates. Any person without Faculty status at an administrative level of Assistant Dean or higher may be subsequently appointed to Faculty status upon the approval of the faculty of the Academic Unit. Search committees shall consist of the following: the immediate supervisor of the position to be filled and two Librarians, whenever possible elected by the Librarians of the appropriate library jurisdiction using procedures developed by the Librarians of the library jurisdiction. Whenever a library jurisdiction has fewer than the requisite number of Librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of Librarians in the Bargaining Unit according to procedures developed by Librarians in the Bargaining Unit.

6.6.2.1 In those instances in which the position to be filled reports directly to a Library Administrator, the administrator may designate another person to serve on the search committee in the place of the Library Administrator.

6.6.2.2 When appropriate, up to three (3) individuals in the University community, one or more of whom may be a member of the library support staff, may be appointed by the Library Administrator to serve on the search committee.

6.6.2.3 Search committees shall elect their own chairs.

6.6.3 When the Dean and the Academic Unit cannot agree on an appointment recommendation, the Provost, at the request of the Dean or the Academic Unit and after consultation with the Academic Unit, shall name a committee to resolve the dispute. The committee shall consist of one (1) member of the faculty elected form the Academic Unit involved, one (1) member of the Faculty from a related discipline, selected by the Academic Unit Faculty involved, and one (1) member of the Faculty from a related discipline, selected by the Provost, and two (2) persons of recognized stature in the discipline of the Academic Unit involved, selected by the

Provost after consultation with the unit.

6.6.4 Normally, initial appointments of Librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian rank. The rank of initial appointment shall be based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

6.6.5 Assignment of a Librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the Librarian. The satisfactory performance of job responsibilities shall be the primary requirement for the advancement of Librarians to a higher rank. In addition, Librarians seeking promotion should also demonstrate scholarly and service accomplishments appropriate to the level of advancement.

6.7 Changes in a Librarian's Job Description. When considering changes in a Librarian's job description, the Library Administrator will continue the practice of consulting the incumbent in a position and all other appropriate supervisors. Consultation will address workload and additional compensation where appropriate**.** Consultation means participation at least 30 days prior to the decision being made and will include a meeting between the Librarian and the supervisor, and with the Library Administrator if requested. Any change in the Librarian's job description must be in keeping with Librarian responsibilities as specified in the Librarians' RPT document, unless otherwise agreed between the Librarian and the Library Administrator, and should take into account the Librarian's training and expertise.

ARTICLE 7
REAPPOINTMENT, PROMOTION, AND TENURE ("RPT")

7.1 Authority to Grant Reappointment, Promotion and Tenure

The granting of tenure or promotion to the rank of Professor as set forth in Article 6 shall be determined by the Board upon recommendation of the Provost after the recommendations set forth in this Agreement have been made. Except in the case of expedited reappointments as described in Article 7.5.15, all other promotions, initial appointments and reappointment decisions shall be made by the Provost after the recommendations set forth in this Agreement have been made.

Reappointment, promotion, or tenure cannot be awarded on the basis of a clerical error.

7.2 Levels of RPT Review

7.2.1 Recommendations for RPT and for the length of each reappointment shall be initiated by the Faculty Members based upon criteria and procedures developed by the Faculty Members of the Academic Unit (hereinafter referred to as “the RPT Criteria”).

7.2.2 The first level of review shall be the Academic Unit RPT committee. Academic unit RPT committee recommendations shall be forwarded to the Academic Unit Head; from the Academic Unit Head to the College RPT Committee; from the College RPT Committee to the Dean or appropriate administrator; and from the Dean or administrator to the Provost. Where the Academic Unit is the College, the pathway shall be from the Academic Unit RPT committee to the Dean, and from the Dean to the Provost.

7.2.3 At each level, the review committee or administrator shall assess the sufficiency of the dossier and the conformity of the review process to approved RPT criteria and procedures. After consulting with the University Contract Administrator, if appropriate, or on its own initiative, any level of review may remand the dossier to a previous level of review to correct procedural errors or to correct an insufficiency in the dossier’s provision of required materials.

The University Contract Administrator may remand a dossier to a lower level of review at any time in the process for the same reasons.

7.2.4 RPT committees, administrators, and the Board shall read and consider the recommendations of the preceding committees or appropriate administrators, but each review level shall make an independent determination based on the same RPT criteria. Reviewers shall not otherwise consult on pending RPT cases with other levels of review.

7.3 Establishment, Approval and Application of Reappointment, Promotion and Tenure Criteria and Procedures

7.3.1 RPT recommendations shall be based upon criteria related to the responsibilities and functions of the candidate's Academic Unit or library jurisdiction.

7.3.2 RPT Criteria shall be established by each Academic Unit and library jurisdiction, subject to written approval by the Dean or Library Administrator, and the Provost. Academic recommendations at all levels of evaluation shall be based on these approved RPT Criteria. The recommendations and decisions of the Provost, the President, and the Board, to the extent that they are concerned with academic performance, shall also be based on these criteria.

7.3.3 **Review of RPT Criteria**. Each Academic Unit shall review its RPT criteria and procedures at least once every five years. When revisions are made or existing criteria are reaffirmed, as the result of a review, the Academic Unit's new or reaffirmed RPT Criteria and/or procedures shall be subject to the written approval of the Dean or Library Administrator and the Provost. When RPT Criteria are revised, a copy of the revised RPT Criteria shall be provided to the Provost's office, to the AAUP, and to all Faculty Members in the unit.

Failure to conduct this periodic review shall not be a grievable matter.

7.3.4 If a reasonable time has not elapsed since a change in RPT criteria, due consideration shall be given to the former criteria.

7.4 Preparation of the Dossier

7.4.1 Each Academic Unit, college, or library jurisdiction shall publish the responsibilities of the Academic Unit, college, or library jurisdiction and the responsibilities of the candidate for developing dossiers.

7.4.2 The candidate has primary responsibility for the development of the dossier submitted for review according to the procedures established by the RPT Criteria and this Collective Bargaining Agreement. Each dossier shall be accompanied by the Provost's "File Checklist" or, in the College of Medicine, by the "COM Checklist."

The Academic Unit Head, Dean, or administrator, as appropriate, shall be responsible for initiating and completing in sufficient time those parts of a candidate's dossier required by the RPT procedures and criteria (*e.g.*, external reviews, administrative summaries of teaching evaluation, etc.) for which the candidate is not responsible to ensure a timely and fair evaluation of the candidate. These tasks may be delegated, so long as such delegation does not result in a conflict of interest in the review process; however, the Academic Unit Head, Dean or administrator is ultimately responsible for completion of these tasks.

7.4.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent to the RPT Criteria. This dossier shall be provided to the Academic Unit RPT committee or the librarians' RPT committee by the date specified in Article 7.5.13, unless an earlier date has been set by the Academic Unit in accordance with Article 7.5.14.

7.4.4 Any Faculty Members who are serving on an Academic Unit or a College RPT Committee, as well as an Academic Unit Head or Dean, may advise a candidate in his or her preparation of a dossier up to the time that the candidate has submitted the dossier for review by the Academic Unit RPT committee. After that time, such advising should cease, since the roles of the Committee members, the Academic Unit Head and the Dean become evaluative as part of the RPT review process. This restriction on advising

candidates applies only to communications related to the preparation of the dossier.

7.5 Review Process

7.5.1 All material received and considered in making recommendations regarding reappointment, promotion, or tenure, at any level becomes part of the candidate's dossier. All material added or attached to a candidate's dossier after it leaves the candidate's hands shall be copied to the candidate at the time said material is added or attached.

7.5.2 The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in or added to the file.

7.5.3 If new material bearing on the substance of a prospective decision becomes available during the review process, the candidate, Academic Unit Head, Dean, or appropriate administrator may add such material to the dossier until the appropriate Provost renders his or her recommendation. The candidate shall be provided with a copy of any material added to the dossier at the time the material is added to the dossier.

7.5.4 The candidate shall have the opportunity to review and respond in writing to the material within fourteen (14) days following receipt of the copy.

7.5.5 All responses shall become part of the dossier. Any new material and any responses from the candidate shall be provided to all RPT committees and administrators who have participated in the review and made a recommendation.

7.5.6 The recommendation from the Academic Unit RPT Committee shall be given serious consideration, and no committee or administrator shall make a different recommendation except for substantial reasons stated in writing. When a review committee, Dean, or administrator recommends contrary to the Academic Unit, the Academic

Unit shall be notified of the reasons for the contrary recommendation within fourteen (14) days.

7.5.7 A copy of each review level's recommendation letter shall be transmitted to the candidate at the time the letter is added to the dossier. A copy should also be transmitted to all prior levels of review at that time. Any negative recommendation must be accompanied by a written statement of reasons.

7.5.8 A candidate shall be guaranteed the right to reconsideration at the first level at which a negative recommendation occurs. Within fourteen (14) days after receiving notice of the negative recommendation, the candidate has the right to request reconsideration and may submit supporting substantive or procedural information. The candidate shall be informed of the result of the reconsideration within twenty (20) days following submission of the request.

When a candidate exercises this right to reconsideration, the review process shall remain at the level at which reconsideration is being requested. The individual or committee making the first negative recommendation shall make a good faith effort to maintain the recommendation at that level pending the individual's right to reconsideration. However, failure to do so shall not be cited as a process violation in any resulting grievance. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Subsection 7.5.11 herein.

7.5.9 Unless the candidate, within fourteen (14) days after receipt of notification of a recommendation regarding reappointment, promotion, or tenure, withdraws from candidacy by written notice to the Academic Unit Head, Dean, or Administrator, the process will continue.

7.5.10 **Request for Terminal Year Review.** A Faculty Member may request to undergo a reappointment or tenure review, as appropriate, during the terminal year of his/her current appointment term. A request for terminal year review must be jointly approved by the AAUP and the University

Contract Administrator. To initiate a request for terminal year review, the Faculty Member shall contact the office of the AAUP to obtain a Request for Terminal Year Review form and shall file the form with the AAUP not later than July 15 of the penultimate year of the Faculty Member's current appointment term. This deadline may be waived by mutual agreement of the AAUP and the University Contract Administrator. The AAUP shall forward the Request for Terminal Year Review to the University Contract Administrator. By requesting a terminal year review, the Faculty Member also requests that the AAUP waive the notice provisions of Article 7.5.11 and 7.5.13 of the Collective Bargaining Agreement.

7.5.11 Reappointment Review Schedules. Dossiers shall be prepared and ready for review according to the following schedule:

7.5.11.1 If the candidate has an initial one year appointment, the dossier is due no later than January 1 of that year (December 1 in the College of Medicine); notice of the recommendation of the Provost is due to the candidate by March 1 of that year (March 15 in the College of Medicine), or at least 3 months in advance of the appointment's end date if the appointment ends during an academic year.

7.5.11.2 If the candidate is in the second year of service and the appointment ends in that academic year, the dossier is due no later than September 15 of that year (September 15 in the College of Medicine); notice of the recommendation of the Provost is due to the candidate by December 15 of the second year (January 1 in the College of Medicine), or at least 6 months in advance of the appointment's end date if the appointment ends during the academic year.

7.5.11.3 If the candidate is in the second year of a three year appointment or the penultimate year when the Faculty Member has consecutive Faculty service of more than two years, the dossier is due no later than February 15 (March 1 in the College

of Medicine) of the appointment's penultimate year; notice of the recommendation of the Provost is due to the candidate by August 14 of the penultimate year, or at least 12 months in advance of the appointment's end date.

7.5.12 Reappointment and Promotion Review Schedules. In all cases, any candidate for reappointment who also wishes to submit a request for promotion will submit the dossier on the appropriate reappointment schedule, as defined in the review deadlines.

7.5.13 Review Deadlines. The following deadlines apply to all RPT reviews:

REVIEW DEADLINES (EXCLUDING COLLEGE OF MEDICINE)

Latest Date of Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Decision of Provost or Recommendation of the Provost to the Board of Trustees
REAPPOINTMENT		
January 1 (7.5.11.1) (1st year of initial 1-year appointment)	February 15	March 1
September 15 (7.5.11.2) (2nd year of initial 2-year appointment or second 1-year appointment)	November 15	December 15
February 15 (7.5.11.3) (2nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	April 15	August 14
PROMOTION		
October 15 (7.5.12)	March 1	Normally by June 15
TENURE		
October 15	March 1	Minimum of 12 months in advance of expiration of probationary period

REVIEW DEADLINES FOR COLLEGE OF MEDICINE

Latest Date of Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Decision of Provost or Recommendation of the Provost to the Board of Trustees
REAPPOINTMENT		
December 1 (7.5.11.1) (1st year of initial 1-year appointment)	February 15	March 15
September 15 (7.5.11.2) (2nd year of initial 2-year appointment or second 1-year appointment)	December 1	January 1
March 1 (7.5.11.3) (2nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	July 20	Minimum of 12 months in advance of the appointment's end date
PROMOTION		
November 1 (7.5.12)	May 1	Normally by June 15
TENURE		
November 1	May 1	Minimum of 12 months in advance of expiration of probationary period

7.5.14 Early Review Deadlines. Any Academic Unit, college, or library jurisdiction may establish an earlier date for submission of dossiers to the first level by written notice to the Faculty Members from the Dean or appropriate administrator. This written notice must be given six (6) months in advance of the earlier deadline date. In the case of Faculty Members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

7.5.15 Expedited Reappointment for Qualified Title Faculty Members. A Faculty Member with a qualified title who has been appointed or reappointed for at least seven (7) consecutive years may request expedited reappointment by submitting a request in writing to the Academic Unit Head not later than September 15 of the penultimate year of his/her current appointment term. The request should include copies of the Faculty Member's annual performance reviews completed since his/her last appointment or reappointment. The Faculty Member may receive reappointment at the discretion of the Academic Unit Head, with the concurrence of the Academic Unit RPT committee and the Dean, without submitting a dossier through the normal review process described in this Article. This expedited process shall not be used if the Faculty Member has not received an annual performance review in each of the years since his/her last appointment or reappointment. The Faculty Member and the Provost's office shall be notified by the Dean of the final decision on expedited reappointment not later than twenty (20) months (normally December 15) before the end of the Faculty Member's current appointment. Expedited reappointments shall be for not less than two (2) years. Should the Faculty Member not receive reappointment through this expedited process, s/he may request reappointment by submitting a dossier through the regular RPT process. This expedited process may not be used for promotion. Denial of an expedited reappointment review, or denial of reappointment through this expedited process, is not grievable.

7.5.16 This Article shall not prevent the more rapid advancement, as compared to the typical progress described in Article 6.3.1, of persons of exceptional ability whose

accomplishments and value justify an earlier promotion or grant of tenure.

7.6 Levels of Review: Composition and Procedures

7.6.1 All RPT committees shall be standing committees.

7.6.2 Only full-time University Faculty Members, and those AAUP-represented Adjunct Faculty Members whose Academic Units' RPT procedures permit, shall serve on the RPT committees.

7.6.3 The quorum necessary for voting shall be two-thirds of the members of a RPT committee. Each member of a RPT committee shall have one vote.

7.6.4 Academic Unit RPT Committee

7.6.4.1 **Composition.** Each Academic Unit's RPT Committee shall be composed of members as defined in 7.6.2 above. Deans, associate Deans, assistant Deans, assistants to the Dean, and Academic Unit Heads may not serve on the Committee. The chairperson shall be selected by the Committee from its members. If an Academic Unit has fewer than four full-time tenured Faculty Members, it must select by democratic means at least one additional Committee member who is tenured from full-time Faculty of the college, or from related disciplines in other colleges of the University. If the committee membership has been supplemented, the chairperson must be a member of the Academic Unit. Except for these requirements, the Faculty of the Academic Unit shall decide by democratic means the Committee's structure, size, and method of selection.

7.6.4.2 **Committee Responsibilities.** The Academic Unit RPT Committee shall forward to the Academic Unit Head the candidate's file and the Academic

Unit RPT Committee's recommendation regarding reappointment, promotion, or tenure.

7.6.5 Academic Unit Head Responsibilities.
The Academic Unit Head shall submit an independent recommendation and shall forward the candidate's file to the College RPT Committee.

7.6.6 College RPT Committee

7.6.6.1 Composition. The College RPT Committee shall be composed of full-time Faculty of the college, with no more than two (2) from any single Academic Unit. Deans, associate Deans, assistant Deans, assistants to the Dean, and Academic Unit Heads may not serve on the Committee. Except for these restrictions, colleges shall democratically determine the structure, size, and method of selection of the Committee.

7.6.6.2 In colleges without Academic Units, the College RPT Committee shall be composed of the Faculty of the college, with the exception of the Dean, associate Deans, assistant Deans, and assistants to the Dean. The Committee shall select a chairperson from its members. Except for these requirements, the College shall democratically determine its structure, size, and method of selection.

7.6.6.3 Committee Responsibilities. The College RPT Committee shall review and consider the Academic Unit RPT committee and Academic Unit Head recommendations for reappointment, promotion, and tenure. The Committee shall forward its recommendation and the candidate's file to the Dean.

7.6.7 Dean's Responsibilities. The Dean shall submit an independent written recommendation and shall forward the candidate's file to the Provost.

7.6.8 Provost's Responsibilities. The Provost shall conduct an independent review of the candidate's file and the recommendations from the prior levels of review, and shall issue a recommendation to the Board concerning tenure or promotion to the rank of Professor, or a decision with respect to reappointment or promotion to a rank other than that of Professor, as appropriate.

7.6.9 Librarians' Reappointment, Promotion, and Tenure Committee

7.6.9.1 Composition. The Library Faculty shall have a RPT Committee composed of full-time Library Faculty in the Bargaining Unit from at least two (2) library jurisdictions. Except for these restrictions, the Library Faculty shall determine by democratic means the structure, size, and method of selection of the Committee.

7.6.9.2 Committee Responsibilities. The Committee shall make a recommendation about reappointment, promotion, or tenure based upon consideration of the candidate's dossier, the supervisor's recommendation, and other relevant documentation. It shall forward to the Library Administrator the candidate's file and the Committee's recommendation. When the Library Administrator is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or tenure. The candidate's file shall contain the written evaluation prepared by the supervisor along with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the file about the evaluation and the summary.

7.6.9.3 Appropriate Library Administrator's Responsibilities. The Library Administrator shall submit an independent recommendation to the Provost.

7.7 These procedures apply to all Academic Units and colleges.

7.8 Procedures in Cases of Program Need or Budget Restraint

7.8.1 Academic performance based on approved RPT Criteria shall be the only consideration in RPT cases, except reappointment or tenure may be denied because of program needs or budget restraints.

7.8.2 Budget restraint or program need in an Academic Unit may, of necessity, have an adverse impact on an individual Faculty Member; however, the determination of a budget restraint or program need shall be independent of the academic review of the Faculty Member for reappointment or tenure.

7.8.3 If a Provost determines that a budget restraint or program need exists for an Academic Unit or college, the Provost shall notify the Academic Unit, the Dean, and the AAUP. The Dean and Academic Unit Head shall then work with the Provost to ascertain if the budget restraint or program need can be resolved without adverse impact on an individual Faculty Member. The Academic Unit as a whole, at least thirty (30) days after it has been provided documentation of the budget restraint or program need and of the total resources available to the unit, shall be consulted and its suggestions for resolution given full consideration, including any alternatives that would not adversely affect any Faculty Member.

7.8.4 If the budget restraint or program need can only be resolved by adversely affecting a Faculty Member, the Faculty Member so affected shall be notified, no later than twelve (12) months prior to the effective date of the non-reappointment. The notice shall state explicitly that the reasons for non-reappointment are based on program need or budget restraint. In lieu of all or some portion of the notice period, the University, at its discretion, may offer separation incentive benefits at any time to any or all Faculty Members affected by non-reappointment decisions resulting from budget restraint or program need. These benefits will be granted only upon the written agreement of the Bargaining

Unit member, the Academic Unit Head, the Dean, and the University Contract Administrator.

7.8.5 To continue the progress achieved, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program need or budget restraint.

7.8.6 When a Faculty Member is denied reappointment for reasons of budget restraint or program need, that position may not be filled on a full-time basis for two (2) years, unless it is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the two-year limit (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Faculty Member denied reappointment. The Faculty Member denied reappointment shall be given thirty (30) days to accept the full-time or part-time position. If accepted, prior service credit shall be allowed toward any applicable probationary period.

7.9 RPT Grievance

7.9.1 If a Faculty Member is denied reappointment or promotion or tenure, s/he may file a grievance if s/he alleges that:

(a) Academic freedom violations are significantly connected with the decision; or

(b) Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner (the term “procedures” as used in this Section includes the requirements of Sections 6.2 and 6.5 and Article 7, as they apply to the candidate); or

(c) A negative recommendation by the Provost: (1) has followed positive recommendations by the Academic Unit, the college or library jurisdiction, and the Dean or administrator, and (2) is arbitrary and capricious.

A Faculty Member may not file a grievance solely challenging the merit or lack of merit, or the weight or substantiality of the reasons, judgments, or substantive determinations, made by administrators or committees involved with RPT recommendations.

In cases where a Faculty Member has been reappointed, the Faculty Member may not file a grievance challenging the length of the reappointment.

7.9.2 Filing an RPT Grievance.

7.9.2.1 An RPT grievance must be filed within twenty-one (21) days after the receipt of the Provost's negative recommendation.

7.9.2.2 **Filing Procedure.** To file an RPT grievance, the Faculty Member must contact the office of the AAUP. Upon completion, the Grievance form will be distributed by the AAUP to the respondent(s), the Grievance Committee Co-Coordinators, the Provost, and the Dean or administrator.

7.9.3 RPT Grievance Process.

7.9.3.1 **Grievance Committee Composition**. See Article 8.3.

7.9.3.2 **Requirements for Grievant's and Respondent's Statements**. See Article 8.4.

7.9.3.3 **Grievance Panel Procedures**. See Article 8.5, except that in tenure cases, Panel members from the faculty pool must be tenured.

7.9.3.4 **Rebuttal Statements**. See Article 8.6.

7.9.3.5 **Grievance Decision Process**. See Articles 8.7 and 8.8.

7.9.4 **Authority of the Grievance Panel**. Except as provided below (7.9.5), in RPT cases in which the Grievance Panel finds procedural error, violation of academic freedom, or

arbitrary or capricious decision by the Provost, it may only remand to the appropriate level of review. The Panel may not award reappointment, promotion or tenure.

7.9.5 Ad Hoc Committee Review.

7.9.5.1 In tenure cases, if after a review of the evidence the Grievance Panel believes that a fair reconsideration of the dossier is not possible, it may direct that an Ad Hoc Committee be appointed to conduct a substantive dossier review. In such rare cases, the Grievance Panel must notify all parties of its findings and of the rationale for invoking the Ad Hoc Committee procedure.

7.9.5.2 The Grievance Committee Co-Coordinators shall have thirty (30) days to appoint the Ad Hoc Committee. The Ad Hoc Committee should be composed of five (5) experts in the same general discipline as the grievant. The Co-Coordinators may, at their discretion, consult persons inside or outside the University as to known and respected experts in the Grievant's discipline. Members of the Ad Hoc Committee may be from inside or outside the University, but may not be members of the Grievant's Academic Unit.

7.9.5.3 The Ad Hoc Committee shall consider the Grievant's dossier as presented to the Provost and may, at its discretion, seek further evaluation of the candidate. It shall be the responsibility of the Chair of the Grievance Panel to ensure that the Ad Hoc Committee members receive all materials necessary for them to complete their review.

7.9.5.4 The Ad Hoc Committee may meet by telephone, teleconference, or videoconference.

7.9.5.5 The Ad Hoc Committee shall follow all relevant and appropriate criteria, procedures, and guidelines of the Grievant's Academic Unit. The

Ad Hoc Committee's final recommendation shall be by majority vote.

7.9.5.6 The Ad Hoc Committee, within sixty (60) days of its formal appointment, shall recommend to the President whether the Grievant should be awarded tenure. The President shall respond in writing to the Committee's recommendation within thirty (30) days of its receipt, except if the recommendation is received between June 1 and September 1, the President shall respond within forty-five (45) days. The decision of the President is final.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 **Grievances.** Whenever possible, disputes should be resolved informally at the lowest level. All Faculty Members and administrators are encouraged to engage in free and open communication to resolve differences.

8.1.1 **Definition.** A "grievance" is a complaint or allegation by a Faculty Member(s), or by the AAUP, of a violation, misinterpretation or improper application of the provisions of this Agreement.

8.1.2 The time limits in this Article are maxima unless extended by written agreement by the AAUP and the University.

8.2 **Filing a Grievance**

8.2.1 All grievances shall be resolved through the following procedures, except for those relating to Reappointment, Promotion and Tenure (see Article 7) and Discipline and Dismissal (see Article 9).

8.2.2 **Step 1: Informal Resolution.**

Within thirty (30) days of knowledge of the incident causing the complaint, the Faculty Member and/or AAUP must submit a written grievance to the University Contract Administrator, which shall include the following information:

(a) The specific act(s) that constitute the basis for the grievance;
(b) The Article(s) of the Agreement alleged to have been violated by the acts; and
(c) The remedy requested.

The University Contract Administrator shall have thirty (30) days after the first contact by the Faculty Member to resolve the complaint informally. During this period, the complainant must make himself/herself reasonably available for the attempted resolution. Failure to do so shall result in forfeiture of the complaint. The University

Contract Administrator may request an extension of this deadline from the AAUP.

If the University Contract Administrator is able to resolve the complaint informally, s/he shall provide written notification to the complainant, the AAUP, and any relevant parties of the terms of the resolution.

8.2.3 Decision on Proceeding to Mediation. If no resolution has been achieved through the Step 1 (Informal Resolution) process, the grievant may withdraw the complaint or request Mediation (Step 2).

Except for cases of discipline involving a proposal of suspension (with or without pay) or dismissal: If the grievant has requested mediation (Step 2), and both the AAUP and the University Contract Administrator agree that mediation would be useful, then the process will continue as described in Article 8.2.5. If either party regards mediation as not useful, they shall inform the grievant that mediation has been waived and the grievant may then request a Panel Hearing (Step 3) (see 8.2.6).

8.2.4 Request for Rejection of Complaint. Within seven (7) days' receipt of a Request for Mediation (or, if mediation did not take place per Article 8.2.3, within seven (7) days' of the receipt of a Request for a Panel Hearing), in all cases except those involving a proposal of discipline of suspension (with or without pay) or dismissal, the University Contract Administrator may petition the Grievance Committee to dismiss the complaint where s/he believes the grievance:

(a) is not based on an issue that arises under the provisions of the Agreement; or
(b) does not seek a remedy which can be granted under the provisions of the Agreement; or
(c) does not adequately describe the complaint; or
(d) is clearly insufficient or insupportable on its face.

The petition shall not exceed three (3) pages, a copy of which shall be provided by the University Contract Administrator to the Faculty Member and to the AAUP simultaneous with transmittal to the Co-Coordinators. The Faculty Member shall have seven (7) days from receipt of the petition to provide a written response, not to exceed

three (3) pages, addressed to the Co-Coordinators, copied to the University Contract Administrator and to the AAUP.

Upon receipt of the University Contract Administrator's petition, the Grievance Committee Co-Coordinators and one (1) academic unit head, chosen jointly by the Co-Coordinators from the academic unit head pool, shall constitute a committee to decide whether or not to reject the complaint. The committee shall issue a decision within fourteen (14) days of receiving the Faculty Member's response, or within twenty-one (21) days' receipt of the University Contract Administrator's petition if the Faculty Member did not submit a response. The three-person committee's decision is by majority vote; its decision cannot be appealed.

8.2.5 Step 2: Mediation.

8.2.5.1 Filing Deadlines. The Faculty Member (complainant) must file for mediation with the AAUP within ten (10) days after receiving notification from the University Contract Administrator that the informal attempt at resolution was unsuccessful.

8.2.5.2 Filing Procedure. To file for mediation, the Faculty Member must contact the office of the AAUP to obtain and to file a Request for Mediation Form. The AAUP shall promptly forward the filing to the University Contract Administrator.

8.2.5.3 Selection of Mediator. A mediator shall be jointly selected by the AAUP and the Provost's office from a list of professional mediators maintained by the Parties. The list can include various mediators but must include some mediators from the Federal Mediation & Conciliation Service (FMCS) and/or the Ohio State Employment Relations Board (SERB).

8.2.5.4 **Cost of Mediation.** The AAUP and the Administration shall share equally in the cost of mediation.

8.2.5.5 **Conduct of Mediation.** The mediator shall have forty-five (45) days after his/her appointment to resolve the complaint. During that period, the mediator shall have access to persons and information appropriate to speedy resolution.

The mediator may meet with the complainant and respondent separately or in a group and if resolution occurs, they shall sign an agreement identifying the remedy. The mediator shall establish a process for mediation.

Other than the Request for Mediation form, this signed agreement shall be the only written record of the mediation process. Any personal notations or other records of the mediator shall be destroyed.

8.2.5.6 **Mediation Responsibility.** The complainant and the Respondent shall be available to meet at the mediator's request during the forty-five (45) day mediation period. If during the forty-five (45) day period a complainant is not available to meet for the time deemed necessary by the mediator to reach resolution, the complainant forfeits the right to pursue the grievance, unless the Parties agree to extend the forty-five (45) day deadline.

If mediation cannot be completed within forty-five (45) days, the mediator may request an extension from the AAUP and the University Contract Administrator. If the mediator determines that mediation has failed, or if a request for extension is not granted, the mediator shall declare the mediation closed by notice to the AAUP, the University Contract Administrator, the Grievant, and the Respondent.

8.2.5.7 Implementation of Resolution. The mediator shall notify the Parties whether the complaint has been resolved and, if resolved, will include a schedule for implementation. If the resolution requires some action by the Dean or Provost in order to implement the resolution, the Dean or Provost must be a party to the mediation. If implementation does not begin within the time period stated in the mediation resolution, the complainant shall have ten (10) days following that period to file a request for a Grievance Panel hearing.

8.2.6 Step 3: Filing a Request for a Grievance Panel Hearing

After being notified by the mediator that mediation has failed, or, after notification that the Parties agreed to waive Step 2 Mediation, the Grievant has ten (10) days in which to file a request for a Grievance Panel hearing. To file the request, the Grievant must contact the office of the AAUP to obtain and to file the grievance form. Upon completion, the grievance form will be distributed by the AAUP to the Respondent(s), the Grievance Committee Co-Coordinators, the University Contract Administrator, and the Dean or appropriate academic administrator.

8.3 Grievance Committee. Panels of the Grievance Committee shall hear all grievances under this contract. There shall be no coercion of or retaliation against any person serving as a member of a Grievance Panel.

The Grievance Panels shall be drawn from three pools: fourteen (14) elected Faculty Members, fourteen (14) administrators chosen by the University President or his/her designee; and ten (10) Academic Unit Heads chosen as described below.

8.3.1. Election of faculty pool. The faculty pool shall consist of Faculty Members elected as follows:

Three (3) Faculty Members from the College of Arts and Sciences;

One (1) Faculty Member from the College of Nursing, Pharmacy or Allied Health & Social Work;

Two (2) Faculty Members from the regional campuses (Clermont College, Blue Ash College);

One (1) Faculty Member from the Libraries of the University;

Four (4) Faculty Members from West Campus professional colleges (CEAS, COB, CCM, DAAP, CECH, Law, or Professional Practice);

Two (2) Faculty Members from the College of Medicine;

One (1) at-large Faculty Member who will serve as the faculty pool Co-Coordinator.

No Academic Unit Head may be elected to the faculty pool.

8.3.1.1 Nominations for membership on the faculty pool, including any Faculty Member nominated by a petition signed by twenty-five (25) Faculty Members, shall be made by the Faculty Senate. Faculty Members shall be notified of the list of nominees prior to the Spring semester meeting of the University Faculty. Additional nominations may be made from the floor at that meeting.

8.3.1.2 Members of the faculty pool shall be selected by secret ballot of the Faculty Members by an election on days designated by the Faculty Senate Chairperson as soon as practicable after the Spring semester meeting of the University Faculty.

8.3.1.3 The term of office of members of the faculty pool shall be two (2) years, commencing August 15. Any interim vacancies shall be filled by appointment by the Faculty Senate Chairperson until replaced the following August 15 through the regularly scheduled elections. After two (2) consecutive terms on the faculty pool, a member

may not serve another term until after an interval of two (2) years.

8.3.1.4 The faculty pool Co-Coordinator shall be allowed release time of at least 1 course per semester or equivalent duties.

8.3.2 Selection of administrator pool. The administrator pool shall consist of academic administrators, with the exclusion of the Provost and University Contract Administrator. It is preferable, but not required, that any academic administrator appointed to the Grievance Committee hold a faculty title; however, in cases involving tenure or dismissal of a Faculty Member, a faculty title is required to serve on a panel. The Provost or his/her designee shall select fourteen (14) administrators for this pool and submit a list of those so designated to the AAUP and to the Grievance Committee Co-Coordinators not later than June 15 of each year. The term of office of members of the administrator pool shall be two (2) years commencing on August 15. Members of the administrator pool may succeed themselves. As vacancies occur, the Provost or his/her designee may name replacements.

The Provost or his/her designee shall select the Administrator Grievance Committee Co-Coordinator from the Administrator pool. Administrator Co-Coordinators may succeed themselves.

8.3.3 Academic Unit Head pool. All Academic Unit Heads who are members of the AAUP bargaining unit are eligible for designation to the Academic Unit Head pool. By April 15 of each year, the AAUP and the Provost or his/her designee shall each form a list of ten (10) Academic Unit Heads, from which lists names shall be alternately struck by the AAUP and the Administration until a final list of ten (10) Academic Unit Heads shall remain. These remaining ten (10) Academic Unit Heads shall form the members of the Academic Unit Head pool. The term of office of members of the Academic Unit Head pool shall be one (1) year, commencing on August 15.

8.4 Grievance Position Statements. The AAUP and the Administration discourage proliferation of grievance claims and rebuttals that are not supported by facts. The AAUP and the Administration also discourage excessive documentation. Position statements shall be no more than fifteen (15) pages in length and shall have no more than thirty (30) documents attached. Position statements must be submitted electronically, by e-mail.

8.4.1 Grievant's Position Statement. Within thirty (30) days after filing the Grievance Panel hearing request form, the Grievant must submit the position statement to the Respondent, to all other parties listed on the Grievance form, and to the Grievance Committee Co-Coordinators. This statement should: incorporate the information contained on the Grievance form; outline the precise grounds for the grievance; summarize the issues, the supporting facts, and the relief requested; and include relevant documents or other supporting materials. It should also include a list of individuals who have knowledge of the grievance and identify with specificity the facts and/or incidents about which they could testify if called to do so.

The Co-Coordinators may dismiss any grievance arising under Article 7 or Article 8 and permanently close the case without action should a Grievant fail to submit a Position Statement by the established deadline.

In cases arising under Article 9, should a Grievant fail to submit a Position Statement by the established deadline, the proposed discipline shall be implemented.

8.4.2 Respondent's Position Statement. Within thirty (30) days of receipt of the Grievant's position statement, the Respondent(s) must submit a position statement to the Grievant, to all other parties listed on the Grievance Panel hearing request form, and to the Grievance Committee Co-Coordinators. The statement should include relevant documents and other supporting materials. It should also include a list of individuals who have knowledge of the grievance and identify with specificity the facts and/or incidents about which they could testify if called to do so.

If the Respondent, or his/her designee, fails to submit a Position Statement by the established deadline, the Co-Coordinators shall forward the Grievant's Position Statement and accompanying documents to the Panel for its consideration and decision.

8.4.3 **Rebuttals**. At least ten (10) days before the hearing, the Grievant may submit additional materials and documentation responding to specific issues in the Respondent's position statement. The Respondent(s) may submit rebuttal materials within seven (7) days thereafter.

As provided for in Article 8.5.1.4, the Panel may seek additional information from the Grievant or the Respondent prior to the hearing; any such information provided to the Panel must be provided to the opposing party at the same time.

8.4.4 The order of presentation of position statements, as described above, shall be reversed in grievances involving a proposal of discipline.

8.5 Grievance Panel Procedure

8.5.1 Selection of Panel Members.

8.5.1.1 The Co-Coordinators shall select a Grievance Panel after having reviewed the Grievant's position statement. A Grievance Panel shall consist of five (5) members chosen from the full Grievance Committee, excluding those who believe they cannot fairly or objectively review the case. The faculty pool Co-Coordinator shall select two (2) from the faculty pool, the administrator Co-Coordinator shall select two (2) from the administrator pool, and the Co-Coordinators shall jointly select one (1) from the Academic Unit Head pool. If the Co-Coordinators cannot agree on the selection of an Academic Unit Head, that person shall be chosen by lot.

8.5.1.2 No Committee member may serve on a Panel unless s/he has completed a training workshop. Training workshops will be conducted jointly by the AAUP and the

Provost's Office and offered not less than once per academic year.

Deans and Faculty Members from the same college shall not serve together on Panels.

The Co-Coordinators shall make every effort to ensure that no one person serves on more than two (2) panels in any given 12-month period. All Grievance Committee members should make themselves reasonably available to serve on Panels.

In cases where a Panel has been selected and the term of office of one or more of the Panel members will expire before a decision will be issued, the term of office of those Panel members shall be extended to the completion of the case. However, such an extension shall not delay those Panel members' successors from assuming their duties on the Grievance Committee.

8.5.1.3 Once a Panel has been selected, Panel members shall not discuss any aspect of the case with persons outside the process, except for communications related to logistics and coordination of schedules. Discussion, arguments, or other substantive communications between any Panel Member and the Grievant, Respondent, or their assistants or representatives is forbidden.

8.5.1.4 Once the Panel has been selected, the Co-Coordinators shall convene an organizational meeting. At that meeting, the Panel Members shall elect a Panel Chair from among their number. Panel members serving as Panel chairs must hold the rank of associate or full professor, or associate, senior associate or senior librarian. The Panel Chair is a voting member of the Panel. The Panel Chair may be asked by the Co-Coordinators to set the date, time, and place of the Panel hearing, if the Co-Coordinators have not already done so; will ensure proper distribution of documents; may request, on behalf of the Panel, additional documentation from the Grievant and/or Respondent; and will ensure that the grievance procedures described in this Collective Bargaining Agreement are followed.

8.5.1.5 The Grievant and Respondent shall be notified by the Co-Coordinators within 3 days of the naming of a Panel of the persons chosen to serve. If either the Grievant or Respondent believes that one or more Panel members have a conflict of interest, an objection must be submitted to the Co-Coordinators within 3 days' notice of the Panel's composition. The Co-Coordinators have sole discretion as to the validity of the objection and the need to replace a Panel member.

8.5.2 **Summary Decisions**. After receiving the position statements, the Grievance Panel may, with a minimum of 3 out of 5 Panel member votes, decide to issue a summary decision on some or all of the charges in a grievance without convening a hearing, except that summary decisions may not be rendered for any grievance involving a proposal of discipline other than proposals of written warning or letter of reprimand.

8.5.3 In all grievances (other than a grievance involving a proposal of discipline), the burden of proof rests with the Grievant.

8.5.4 All five (5) members of the Grievance Panel must participate for a grievance hearing to be held. No proxy voting is permitted. If one or more Panel members cannot participate in person, either the Grievant or the Respondent may demand that the hearing be rescheduled.

8.5.5 Except as provided for in Articles 8.4.1, 8.4.2, and 8.5.2, the Grievance Panel shall hold a hearing on each grievance properly filed (including the position statements) and accepted.

8.5.6 The scheduling of all aspects of the grievance process, including the hearing date, is at the discretion of the Co-Coordinators. The Co-Coordinators will make a good faith effort to accommodate the schedules of the Grievant, Respondent, and their respective representatives, but the final scheduling decisions rest solely with the Co-Coordinators. In all cases, the Grievance Panel Chair shall notify the Grievant, the Respondent, the AAUP, and the

University Contract Administrator of the date of a grievance hearing as soon as practicable after the setting of that date.

8.5.7 The Panel, working with the Co-Coordinators, shall ensure that the hearing is recorded, and that a copy of the recording is provided to the Grievant, the respondent, and AAUP, and the University of Cincinnati Office of Employee & Labor Relations.

8.5.8 The Grievant and Respondent, or his/her designee, are expected to be present at the hearing on the date established by the Co-Coordinators, and are entitled to assistance or representation. In their absence, however, a Grievance Panel may, at its discretion, proceed with the hearing as scheduled.

8.5.9 In the event that a Grievance names as a Respondent one or more administrators or Academic Unit Heads, and if the Panel names those people as witnesses, the University Contract Administrator will make them available at the hearing on reasonable notice to respond to questions posed by the Grievance Panel.

8.5.10 Grievant(s) and Respondent(s) are each entitled to make a single 10-minute oral presentation at the start of the hearing, and a 5-minute oral presentation at the close of the hearing. In all cases, the party bearing the burden of proof shall proceed first with its presentation. The parties shall confine their presentations to facts relevant to the charges.

8.5.11 The Panel may question the Grievant(s) and Respondent(s) at the close of the oral presentations. The Panel may also request the presence of and question other persons at its discretion.

Other than the Grievant(s) and Respondent(s), only one witness at a time should be present in the hearing room. The Grievant(s) and Respondent(s) should be questioned before other witnesses, but may be recalled later by the Panel for additional questioning if necessary.

Panel members are encouraged to coordinate questioning; however, each individual Panel member shall retain the right to question witnesses.

8.5.12 Neither the Grievant nor the Respondent nor their representatives shall be permitted to question witnesses, to object to questions posed by members of the Panel, or to make statements during the questioning of witnesses.

8.6 **Rebuttal Statements**. Within 14 days after the hearing, the Grievant and/or the Respondent may submit a rebuttal statement. The rebuttal statement shall not include evidence not already presented in, or prior to, the grievance hearing, except that new documentation can be included if it directly contradicts oral testimony given at the hearing. The rebuttal statement must not exceed 5 (five) pages.

8.7 **Deciding Grievances**

8.7.1 **Timeline.** The Panel shall conduct a grievance hearing no later than forty-five (45) days after receiving the initial position statements from both the Grievant and Respondent, and shall transmit its written decision to the Grievant, Respondent, AAUP, and the University Contract Administrator no later than thirty (30) days after the hearing. The timeline may be extended by agreement of the Parties.

8.7.2 **Panel Votes.** In rendering decisions, no Panel member may abstain from voting. The final decision shall be by majority vote. Votes shall be taken by secret ballot. The vote tally shall be reported along with the written decision. Minority reports or commentary are not permitted.

8.7.3 **Panel Decisions.** Decisions shall contain a statement of all issues and their disposition. The decision of a Grievance Panel is final and binding on the Parties, and the Parties agree to implement the decisions of Grievance Panels (except as described in Article 9 and Article 32). The Panel shall notify all parties, their representatives, and the AAUP of its decision. A copy shall also be provided to each Co-Coordinator.

8.7.3.1 **Severity of a Proposed Discipline**. In cases involving a proposal of discipline where the Panel finds that discipline is warranted, but the Administration's proposal is too severe, the Panel shall refer the case back to the Respondent with a request for a different proposal. The Respondent shall have 7 days to present a revised proposal of discipline to the Panel. The Panel may then choose to uphold the Administration's revised proposal of discipline or, if the Panel rejects the revised proposal, impose a written warning or a letter of reprimand, whichever discipline is deemed more appropriate by the Panel.

8.7.3.2 **Records of Panel Decisions on Proposals of Discipline.** In cases involving a proposal of discipline, if the Panel finds that no discipline is warranted, no records of the grievance proceedings (including the Panel's decision) shall be placed in the Faculty Member's personnel file. If the Panel upholds the proposal of discipline, the original proposal letter and the Panel's decision shall be placed in the Faculty Member's personnel file. If the Panel's decision requires a modification of the originally proposed letter, the modified proposal of discipline and the Panel's decision shall be included in the Personnel file. No records of the grievance proceedings other than those noted in this paragraph shall be included in a Faculty Member's personnel file; however, the University may maintain all other related records in case files that are not personnel files.

8.8 **Remedies for Contract Violations**. In grievance cases other than those based on Article 7 (reappointment, promotion, and tenure) or Article 9 (discipline and dismissal), the Panel is authorized to direct the Administration to make a remedy. That remedy must be appropriate and commensurate, and the Panel may suggest, but not require, a specific remedy. Within thirty (30) days after issuance of the Panel's decision, the Administration shall provide the Panel members, Co-Coordinators, the Grievant, and the AAUP with a report outlining the remedy to be implemented, including a proposed timeline for implementation.

8.9 Maintenance of Records. The chair of each Panel shall compile and submit for safe-keeping to the University's Office of Labor Relations a case file that shall include copies of all correspondence, the tape and/or transcript of the hearing, the Panel's written decision, and the findings of any ad hoc committee.

8.10 Committee Support. To support its activities, the Grievance Committee shall receive a budget of $1,500.00 per academic year. The cost shall be borne equally by the AAUP and the University. The Committee shall also receive administrative and clerical support from the University's Office of Labor Relations. Funds remaining in the Grievance Committee budget at the end of each academic year shall not accrue to the following year.

The Committee budget may be used for refreshments or meals during panel hearings, parking expenses, and other expenses directly related to the performance of the Grievance Committee's duties. The Committee's budget shall not be used to pay for the cost of the recording of panel hearings; those costs shall be paid by the AAUP and the University in equal shares.

8.11 Rights of the AAUP and Administration. The AAUP and Administration shall promptly receive copies of all correspondence and decisions regarding all grievances. The AAUP, Provost, or their designated representatives, have the right to attend all hearings. The AAUP may represent a consenting grievant before the Grievance Panel. No grievance settlement may violate any provision of this Agreement.

ARTICLE 9
DISCIPLINARY PROCEDURES

9.1 Discipline Standards and Investigation Procedures

The University shall not impose discipline except for adequate cause. The University subscribes to the principles of progressive discipline except when summary action is necessary and appropriate.

Any disciplinary action shall be predicated upon a violation of this Agreement or of the University's rules, policies or standards of professional conduct including consistent failure to fulfill responsibilities in the Academic Unit.

9.1.1 Initiation of Article 9 Investigation. Only academic administrators at the level of Dean or above can initiate Article 9 disciplinary proceedings; however, anyone**,** including the Academic Unit Head, may provide information relevant to deciding whether an Article 9 investigation should begin.

9.1.2 Student Complaints. In the event that a student has a complaint against a Faculty Member, the student should be encouraged to meet with the Faculty Member, with the Ombudsperson or with the Academic Unit Head in order to resolve the complaint. It is preferable, but not required, that the meeting be with the Faculty Member. If the student's complaint remains unresolved, the student may proceed under the Student Grievance Procedures, as established by the Board from time to time.

An appropriate academic administrator at the level of Dean or above may, however, commence a proceeding under this Article for any violation of the contract regardless of any prior or concurrent action taken under the Student Grievance Procedure concerning the same or similar issues.

9.1.3 Rights of the AAUP and Administration. The AAUP and the Administration each have the right to have a representative present at all Article 9 proceedings. The Faculty Member may, in writing, request that the AAUP

waive its right to be present at any meeting related to Article 9 proceedings, except Grievance Panel hearings.

9.1.4 Suspension Pending Investigation. When, in the judgment of the President, the presence of a Faculty Member on University property presents a threat to the health or safety of the Faculty Member or anyone in the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University community, the President may suspend with pay the Faculty Member pending the disposition of the disciplinary process provided in this Agreement. The President may also direct that the Faculty Member be removed and barred from University property. Such suspensions shall not be invoked in an arbitrary or capricious manner, and shall end upon the conclusion of the Article 9 investigation or, if discipline is proposed, at the end of any subsequent grievance proceeding.

9.1.4.1 In the event the President is absent from the University or otherwise unavailable, the Provost may exercise the authority to suspend as described in Article 9.1.4 above.

9.1.5 Investigation. When the University has reason to believe an incident(s) has occurred that might constitute grounds for discipline, the Dean or other appropriate academic administrator, who shall not be a Bargaining Unit member, shall notify the Faculty Member involved by letter, with a copy to the AAUP, that a formal investigation has begun. The letter must explain the subject of the investigation, the right to consult with a representative of the AAUP, and the right to request the presence of a representative of the AAUP at any meeting with the Faculty Member.

In the event that providing this notice to the Faculty Member would compromise the investigation, such notice must be sent to the AAUP with a rationale for the need to withhold notice to the Faculty Member until the conclusion of the initial stage of the investigation.

9.1.6 Investigation.

9.1.6.1 Responsibility for Investigation. The University Contract Administrator shall be responsible for the investigation. S/he may be assisted by other University officials at all stages of the investigation and any subsequent meetings or grievance proceedings.

9.1.6.2 Meeting to Review Specific Charges. Upon completion of the initial stage of the investigation, the Faculty Member must be provided with a written statement that includes the nature of the complaints and the names of the complainants (with the exception of current UC students whose names may be withheld until a proposal of discipline is made, if any), and the specific charges. This statement must be provided to the Faculty Member not later than two (2) days prior to a meeting between the Dean or appropriate academic administrator, the Faculty Member, and a representative of the AAUP; however, the Faculty Member may request a delay to this meeting, not to exceed seven (7) days if s/he needs the additional time to prepare an adequate response to the specific charges. At this meeting, the Faculty Member shall have the opportunity to review the specific charges with the University Contract Administrator, Dean, and/or appropriate academic administrator, and respond to the specific charges. This meeting may also provide the opportunity to resolve the complaints by mutual agreement.

9.1.6.3 Conclusion of the Investigation. The Dean or appropriate academic administrator shall take into account the Faculty Member's responses and, if no resolution can be reached at the above-noted meeting, must close the investigation without action, or propose discipline, within sixty (60) days after the date the investigation was initiated, unless an extension is agreed to by the AAUP.

9.1.7 Authority. The Dean or appropriate academic administrator shall have the authority to:

9.1.7.1 dismiss the charge;

9.1.7.2 propose a written warning to the Faculty Member;

9.1.7.3 propose a letter of reprimand to the Faculty Member;

9.1.7.4 propose suspension with pay for a specified period of time, provided that in no circumstance shall the suspension with pay exceed fourteen weeks (one semester equivalent);

9.1.7.5 propose suspension without pay for a specified period of time, provided that in no circumstance shall the suspension without pay exceed fourteen weeks (one semester equivalent); or

9.1.7.6 propose dismissal of the Faculty Member for cause.

Disciplinary action other than that listed above may be proposed that is commensurate with the nature and gravity of the alleged action. Such proposals must indicate where the proposal would fall in the list of specified disciplinary actions described above.

9.1.8 Deferral to Grievance Panel Hearing. No University official may impose any disciplinary action before the Faculty Member's right to a Grievance Panel hearing has expired or been waived.

9.2 Challenge of Proposed Discipline (Other Than Dismissal)

9.2.1 If, pursuant to Article 9.1, a Dean or appropriate academic administrator proposes discipline (other than dismissal) of a Faculty Member, the Faculty Member may challenge the validity of the charges and/or the severity of the proposed discipline and/or may allege that proper disciplinary

procedures were not followed. To access the formal grievance procedure, mediation must be completed or waived.

9.2.2 Mediation

9.2.2.1 **Filing Deadlines**. The Faculty Member (complainant) must file for, or waive, mediation with the AAUP within seven (7) days after receiving a notice of proposed discipline. The AAUP shall promptly forward the filing to the University Contract Administrator.

9.2.2.2 **Filing Procedure**. To file for, or waive, mediation, the Faculty Member must contact the office of the AAUP to obtain and to file a Request for Mediation Form or a Waiver Form. The mediation begins when the University Contract Administrator receives the Request for Mediation Form.

9.2.2.3 **Selection of Mediator**. See Article 8.2.5.3.

9.2.2.4 **Cost of Mediation**. See Article 8.2.5.4.

9.2.2.5 **Conduct of Mediation**. See Article 8.2.5.5.

9.2.2.6 **Mediation Responsibility**. See Article 8.2.5.6.

9.2.2.7 **Implementation of Resolution**. See Article 8.2.5.7.

9.2.3 **Grievance**. Should mediation be unsuccessful or waived, the Faculty Member may access the formal grievance procedure by filing the Grievance Form.

9.2.4 Filing a Grievance of a Proposed Discipline

9.2.4.1 A Faculty Member challenging a proposal of discipline must file a request for a Grievance Panel hearing within seven (7) days after receiving notice that mediation has failed or within

seven (7) days after receiving notification that mediation has been waived (see Article 8.2.3 and 8.2.6).

9.2.4.2 Filing Procedure for Grievance Panel Hearing. The Faculty Member grieving a proposal of discipline must file a request for a Grievance Panel Hearing with the office of the AAUP. The AAUP shall forward the completed request form to the Respondent(s), the Grievance Committee Co-Coordinators, the University Contract Administrator, and the relevant Dean or appropriate academic administrator.

9.2.5 Proposal of Discipline Grievance Process

9.2.5.1 Grievance Committee Composition. See Article 8.3.

9.2.5.2 Requirements for Grievance Position Statements. See Article 8.4.

9.2.5.3 Grievance Panel Procedures. See Article 8.5.

9.2.5.4 Rebuttal Statements. See Article 8.6.

9.2.5.5 Grievance Decision Process. See Articles 8.7 and 8.8.

9.2.5.6 In all grievances involving a Proposal of Discipline, the burden of proof rests with the Administration.

9.3 Dismissal Standards and Challenge of Proposed Dismissal

9.3.1 Dismissal Standards. A Faculty Member may be dismissed only for adequate cause. Adequate cause is a reason related directly and substantially to the professional fitness of the Faculty Member under one or more of the following areas:

(a) serious professional misconduct including, but not limited to, serious violations of this collective bargaining agreement;

(b) misrepresentation of qualifications or credentials pertaining to employment at the University of Cincinnati;

(c) plagiarism or other serious dishonesty related to teaching, scholarship, or professional service;

(d) incompetence in performance that is directly related to the Faculty Member's responsibilities to the Academic Unit;

(e) consistent inability or refusal to fulfill responsibilities to the Academic Unit;

(f) personal conduct: (i) that represents a serious and ongoing threat to the health or safety of any person in the University community, or (ii) that manifests severe or continuing harassment or discrimination, or (iii) that otherwise substantially impairs the Faculty Member's fulfillment of responsibilities to the Academic Unit or the University;

(g) persistent or malicious conduct that directly obstructs the performance of instructional or scholarly programs of the University.

9.3.2 Challenge of Proposed Dismissal. If, pursuant to Article 9.1, a Dean or appropriate academic administrator proposes dismissal of a Faculty Member, the Faculty Member may challenge the validity of the charges, and/or the severity of the proposed discipline (dismissal), and/or allege that proper disciplinary procedures were not followed. To access the formal grievance procedure, the Faculty Member must first complete or waive mediation. The Faculty Member must request or waive mediation within seven (7) days after receiving the notice of proposed dismissal.

9.3.3 Mediation Filing and Procedure. See Article 9.2.2.

9.3.4 Filing a Grievance of a Proposed Dismissal

9.3.4.1 The Faculty Member challenging a proposal of dismissal must file a request for a Grievance Panel hearing within seven (7) days after waiving mediation or after receiving notice that mediation has failed.

9.3.4.2 **Filing Procedure**. The Faculty Member must file the request for a Grievance Panel hearing with the office of the AAUP. Upon completion, the AAUP shall distribute the completed request form to the Respondent(s), the Grievance Committee Co-Coordinators, the University Contract Administrator, and the Dean or appropriate academic administrator.

9.3.5 Pre-Hearing Statements.

9.3.5.1 **Administration's Statement**. Within thirty (30) days after receiving the request for Grievance Panel hearing form, the Administration must submit to the Grievant, the Grievance Committee Co-Coordinators, and other parties listed on the Grievance form, a hearing statement. This statement should: detail the charges which form the basis for the proposed dismissal; summarize the issues and the supporting facts; and include relevant documents or other supporting materials. It should also include a list of witnesses to be called.

9.3.5.2 **Faculty Member's Statement.** Within thirty (30) days of receipt of the Administration's statement the Faculty Member must submit a hearing statement to the Administration, the Grievance Committee Co-Coordinators, and other parties listed on the Request for Grievance Panel hearing form. The statement should respond to each issue addressed in the Administration's hearing statement, should provide relevant documents and other supporting materials, and should include a list of witnesses to be called.

9.3.6 Composition of Panel and Conduct of Hearing.

AAUP and Administration representatives may act as observers or participants at dismissal hearings in front of the Grievance Panel.

9.3.6.1 At a full hearing before a Grievance Panel the charges shall be presented by a representative of the President, who may be an attorney. The Faculty Member may also have a representative, who may be an attorney. The hearing, however, is not considered a court of law, and formal rules of evidence do not apply.

9.3.6.2 The burden of proof that adequate cause exists rests with the University and will be satisfied only by clear and convincing evidence in the record considered as a whole.

9.3.6.3 The Grievance Panel shall consist of five (5) members of the Grievance Committee selected as described in Article 8.5.1. In cases involving dismissal, all persons serving on the Grievance Panel must hold faculty titles.

9.3.6.4 Other than the parties or their representatives, there shall be a separation of witnesses so that only one witness at a time may be present in the hearing room.

9.3.6.5 The Administration and/or counsel and the Faculty Member and/or counsel may make opening statements.

9.3.6.6 The Administration shall proceed first. After each Administration witness testifies, the Faculty Member and/or counsel may question the witness. The Administration and the Faculty Member and/or counsel may subsequently alternate with follow-up questions.

9.3.6.7 Upon completion of the Administration's presentation, the Faculty Member may proceed. After each Faculty Member's witness testifies, the

Administration and/or its counsel may question the witness. The Faculty Member and/or counsel and the Administration may subsequently alternate with follow-up questions.

9.3.6.8 Participants shall confine their presentations to facts relevant to the charges. The Panel chairperson is authorized to determine whether a particular fact is relevant to the charges.

9.3.6.9 The Administration and the Faculty Member may present only that rebuttal evidence which has direct bearing on previously submitted evidence.

9.3.6.10 The Administration and/or counsel and the Faculty Member and/or counsel may make closing statements.

9.3.6.11 The Grievance Panel may use its discretion in setting procedures for conduct of the hearing, such as reasonable limits on the time available to both the Faculty Member and the Administration for questioning witnesses, provided that both the Faculty Member and the Administration are treated equitably and that the rights of both are protected.

9.3.6.12 Within fourteen (14) days after the hearing, the Panel Chair shall deliver the Panel's written decision and a copy of the record of the hearing to the President, the University Contract Administrator, the Faculty Member, and the AAUP.

9.4 Severity of a Proposed Discipline. See Article 8.7.3.1.

9.5 Arbitration of Dismissal Decisions. No decision of a Grievance Panel with regard to a proposal of discipline may be arbitrated with the exception of a proposal of dismissal from University employment.

The decision of the Grievance Panel in a dismissal action shall be final and binding unless the Administration, the AAUP or (if the

AAUP declines to appeal to arbitration), the Faculty Member requests arbitration pursuant to Article 32 within fourteen (14) days after receiving notice of the Grievance Panel decision.

If the Grievance Panel upholds the proposal of dismissal and the Faculty Member does not request arbitration, the Faculty Member shall be dismissed from University employment no sooner than thirty (30) days after the date of the Panel's decision.

If the Grievance Panel upholds the proposal of dismissal and the Faculty Member requests arbitration, the Faculty Member shall remain an employee of the University pending the outcome of arbitration but s/he shall be suspended without pay and without benefits, effective one (1) month after the Grievance Panel announces its decision.

If arbitration does not uphold the Faculty Member's dismissal, the suspension shall be lifted and the Faculty Member shall be made whole with regard to all pay, benefits, and contractually mandated salary increases lost during the period of suspension.

If the arbitrator determines that discipline of the Faculty Member is warranted but that dismissal is too severe, the case shall be returned to the Grievance Panel to proceed in accordance with Article 8.7.3.1.

If arbitration upholds the Faculty Member's dismissal, the Faculty Member's dismissal shall take effect as of the date of the arbitrator's ruling.

An arbitrator's decision in a case brought by the Faculty Member shall not serve as a precedent in the construction of any Article in this contract.

ARTICLE 10
COMPENSATION

10.1 Across the Board Increases

10.1.1 2013-2014 Academic Year. Effective September 1, 2013, each current member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2013, shall have his or her base salary increased by an amount of one and one quarter percent (1.25%) of his/her base salary as of June 30, 2013.

10.1.2 2014-2015 Academic Year. Effective September 1, 2014, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2014, shall have his or her base salary increased by an amount of one and one quarter percent (1.25%) of his/her June 30, 2014 base salary.

10.1.3 2015-2016 Academic Year. Effective September 1, 2015, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2015, shall have his or her base salary increased by an amount of one and one half percent (1.5%) of his/her June 30, 2015 base salary.

10.2 Compression Adjustment

Effective September 1st of each year of this Agreement, each member of the Bargaining Unit shall have his/her salary increased by a certain fraction *R* of his/her base salary for each complete year of service in the Bargaining Unit up to a total of 12 years. The fraction *R* shall be determined each year using the same calculation as used in the 2010-2013 Agreement, so that the total salary increases due to compression adjustments shall be 0.25%, 0.25% and 0.25% of the total base salaries of those in the Bargaining Unit as of June 30, 2013, June 30, 2014, and June 30, 2015, respectively.

10.3 Merit Program, Year 1 (2013-2014)

10.3.1 Purpose and definition of merit pay. The purpose of merit pay is to reward Faculty Members' ongoing excellence in teaching, research, and service to the University and to the

community. Merit awards shall be added to the Faculty Member's base pay.

10.3.2 Merit pay pool. The merit pool for each college shall equal one-half of one percent (0.5%) of the aggregate of all Bargaining Unit members' salaries in that college as of June 30, 2013, but that college's Dean may disproportionately distribute the merit awards among the college's units.

10.3.3 Merit pay criteria. In distributing merit awards within their individual Colleges, each Dean shall utilize the merit criteria document developed in 2010 by the Council of Deans. The criteria will be re-published and distributed by the Provost to Faculty Members not later than March 31, 2014.

10.3.4 Period under Consideration in Year 1 & Effective Date. The Deans shall apply the criteria to a Faculty Member's performance during the Annual Performance Review period that immediately follows the review period addressed in the 2012-2013 merit round.

Because of the lateness of ratification of this Agreement, any merit awards shall be retroactive to March 1, 2014.

10.3.5 Eligibility. Merit pay increases may be awarded only to current Faculty Members who were members of the Bargaining Unit on June 30, 2013. Faculty Members who have not received an annual performance review for the applicable period, as required by Article 33, shall not be eligible to receive a merit award. It is incumbent on Academic Unit Heads to perform Annual Performance Reviews, per their responsibilities under Article 33, on a regular schedule.

10.3.6 Procedures for the allocation of merit pay increases in Academic Year 2013-14. The timeline shown in 10.3.7 below shall govern the schedule for the following procedures.

Each Faculty Member who wishes to be considered for a merit pay increase shall submit his/her most recent curriculum vitae, Annual Performance Review, and workload report (if applicable) to the Dean by April 15, 2014.

Each Dean, in consultation with the Academic Unit Head of each unit in the college, will assess the performance of each of his/her college's Faculty Members against the criteria and only in relation to the duties actually assigned to that Faculty Member, and shall allocate merit awards to individual Faculty Members.

The Deans shall publish the names of awardees and the amounts of those awards no later than June 15, 2014. For each award, the Dean shall briefly identify the basis of that award, including descriptions such as "excellence in research," "outstanding effectiveness as a teacher," and "exemplary service."

10.3.7 Timeline for Merit Program in Academic Year 2013-14.

Timeline for Merit in Year 1	
Event	**Year 1 (AY2013-14) Deadlines**
Provost re-publishes Decanal criteria to Faculty Members	March 31, 2014
Faculty Members submit CV, APR, & workload reports (if applicable) to Dean	April 15, 2014
Deans apply criteria and allocate awards to Faculty Members	June 15, 2014

10.3.8 Appeals & Grievances. The final assignments of merit pay to Faculty Members are not subject to appeal or grievance. However, violations of the procedures prescribed in this Article are subject to grievance under Article 8 of this Agreement. Grievances from multiple Faculty Members that address essentially the same procedural issues may be grouped, subject to the concurrence of the AAUP and the University Contract Administrator.

10.4 Merit Program, Years 2 and 3 (2014-2015 and 2015-2016)

10.4.1 Purpose and definition of merit pay. The purpose of merit pay is to reward Faculty Members' ongoing excellence in teaching, research, and service to the University and to the community. Merit awards shall be added to the Faculty Member's base pay.

10.4.2 Merit pay pool. In each of the two years, the merit pool for each college shall equal one percent (1.0%) of the aggregate of all Bargaining Unit members' salaries in that college. The Dean may disproportionately distribute the merit awards to each unit. However, in no case shall the Dean distribute to a unit less than seven-tenths of one percent (0.7%) of the salaries of the Bargaining Unit members within that unit.

10.4.3 Merit pay criteria. Recommendations for merit awards shall be based on the merit criteria document developed by the Faculty Members in each Academic Unit. The criteria must recognize teaching, research, and service as areas of endeavor to be considered in the award of merit increases. The Academic Unit Faculty Members shall submit proposals for revised criteria, if any, for approval by the Dean by May 1, 2014; the Dean shall submit any revised criteria for approval by the Provost, with the Provost's decision issued to the Faculty Members by June 30, 2014. The revised criteria document shall be published to the Academic Unit Faculty Members not later than August 1, 2014.

An Academic Unit's merit criteria document, in whatever form it exists on August 1, 2014, shall be utilized by that Academic Unit for both Year 2 (2014-2015) and Year 3 (2015-2016) for merit award considerations.

10.4.4 Period under consideration and effective date. The criteria shall apply in Years 2 and 3, respectively, to the review periods that immediately follow the review period used by the Dean in Year 1. Pay increases under the academic years 2014-15 and 2015-16 merit programs will take effect March 1, 2015, and March 1, 2016, respectively.

10.4.5 Eligibility. For the years 2014-15 and 2015-16, merit awards may be awarded only to current Faculty Members who were members of the Bargaining Unit on June 30, 2014, and June 30, 2015, respectively. Faculty Members who have not received an annual performance review for the applicable period, as required by Article 33, shall not be eligible to receive a merit award. It is incumbent on Academic Unit Heads to conduct Annual Performance Reviews, per their responsibilities under Article 33, on a regular schedule.

10.4.6 Procedures for the allocation of merit pay increases.

10.4.6.1 Merit pay bands. Each Academic Unit shall have three categorical bands, one of which shall be zero (that is, Faculty Members assigned to that band will receive no merit increase) with the other two bands represented by award amounts of *x* and 2*x,* respectively, where *x* represents a specific percentage of base salary amount to be added to the awardee's salary. The value of *x* shall be calculated only after all Faculty Members have been assigned to a band and after all appeals have been settled and after approvals by the Dean and Provost.

10.4.6.2 Selection of a review system. Faculty Members of each Academic Unit shall review the following two systems for reviewing performance and assigning individual Faculty Members to merit pay bands, and democratically select, no later than April 30, 2014, which system the Academic Unit will use during the period of this Agreement:

System 1. Under this system, a committee of the Faculty Members of the Unit shall conduct the review and assign individual Faculty Members to merit pay bands and the Academic Unit Head shall serve as the arbiter in appeals of band assignments;

System 2. Under this system, the Academic Unit Head shall conduct the review and assign faculty

to merit pay bands, and a faculty committee shall serve as the arbiter in appeals of band assignments.

In either of these systems, the faculty committee shall be democratically elected by the Faculty Members of the Academic Unit and shall be composed of no fewer than three (3) and no more than seven (7) Bargaining Unit Faculty Members. In the cases of Academic Units having fewer than eight Bargaining Unit Faculty Members, at the request of the Academic Unit(s), the Dean may combine that Academic Unit with one (or more) other Academic Unit(s) for the purposes of composing the faculty committee required by either system.

The Faculty Members of each Academic Unit shall notify the Provost, the Dean, and the AAUP of their unit's choice of these two systems immediately after the selection.

10.4.6.3 Application of Criteria. Whether using System 1 or System 2, those in an Academic Unit responsible for assigning Faculty Members to merit pay bands shall review each Faculty Member's most recent curriculum vitae, Annual Performance Review, and workload report (if applicable), shall apply the approved evaluation criteria only in relation to the duties actually assigned to that faculty member, and shall assign each faculty member to one of three merit pay bands. In each Academic Unit, Faculty Members must be assigned to at least two of the three bands. In most units, Faculty Members should be assigned to all three bands. An exception to the requirement for distribution across at least two bands may be made by the Provost for Academic Units that include five (5) or fewer Faculty Members.

The assignment of the Academic Unit Head to a band shall not be made at the Academic Unit

level; the Dean shall make a tentative band assignment for each Academic Unit Head within the College or Division, and notify each Academic Unit Head of the tentative band assignment.

The faculty committee (under System 1) or the Academic Unit Head (under System 2) shall notify the individual Faculty Members of their tentative band assignments.

10.4.6.4 Appeals of Band Assignments. A Faculty Member who wishes to appeal his/her band assignment must submit to the Academic Unit Head (under System 1) or the faculty committee (under System 2) the following materials:

(1) a rationale as to why the assignment does not reflect a fair application of the unit merit criteria;
(2) a current curriculum vitae;
(3) his/her annual performance review for the period under consideration; and
(4) a workload report (if applicable).

The Academic Unit Head or faculty committee must examine all appeals and render a decision on each and inform the appellant, the Dean, and the Provost of its decisions.

An Academic Unit Head who wishes to appeal his/her band assignment may submit the above material to the Provost with a request for reconsideration of the tentative band assignment.

10.4.6.5 Provost's Review of Band Assignments. After receiving the tentative band assignments from the individual Academic Units, the Provost, in consultation with the Dean, shall review the assignments and may accept or reject any or all band assignments. The Provost will not reassign individual faculty to different bands without sufficient cause and must provide a written rationale for doing so. The Provost may return an entire set of band assignments to a unit if he/she

believes that the total scheme of band assignments has not met the purposes of merit pay or for reasons such as, but not limited to, the following: the scheme of band assignments results in a virtual across-the-board salary increase; the scheme insufficiently acknowledges the meritorious performance of a class of faculty; the scheme does not sufficiently reflect the core mission of the Unit.

The Provost shall directly review any appeals of tentative band assignments from Academic Unit Heads.

Once the Provost has approved final merit pay band assignments, he/she shall forward those assignments to the Academic Unit Heads, who shall inform individual Faculty Members of their final band assignments. The Provost's band assignments are not subject to appeal.

10.4.6.6 Final Calculation of Awards. Based on the final band assignments, each college's business administrator shall calculate the value of *x* (defined in 10.4.6.1) for each band in each unit.

10.4.6.7 Notifications. The Dean shall publish the names of awardees and the amounts of those awards. The amounts of the awards shall be expressed as both dollar amounts and as percentages of the individual's base salary.

10.4.6.8 Review Procedures for Library Faculty. The review procedures for all Library Faculty shall be identical to those for all other Faculty Members except that: (1) Library Faculty from all colleges and from University Libraries shall compose a single Unit with its own merit pool, and (2) the role of Academic Unit Head shall be filled by the Appropriate Library Administrator.

10.4.6.9 Timeline for Merit in AY2014-15 & 2015-16.

Timeline for Merit in Years 2 & 3		
	Year 2 (AY2014-15) Deadlines	**Year 3 (AY2015-16) Deadlines**
Unit reports selection of review/appeal system	April 30, 2014	
Individual units submit revised criteria (if any) for approval to Dean	May 1, 2014	
Provost notifies of approval of revised criteria (if any)	June 30, 2014	
Criteria published to the unit Faculty Members	August 1, 2014	
Unit head/faculty committee notifies Faculty Members, Dean & Provost of tentative band assignments	October 31, 2014	October 31, 2015
Appeals due to Academic Unit Head/faculty appeals committee	November 15, 2014	November 15, 2015
Appeal decisions completed; Faculty Members and Provost notified of revised tentative band assignments	December 1, 2014	December 1, 2015
Provost approves or revises band assignments, and notifies the Dean and Faculty Members of final band assignments	January 15, 2015	January 15, 2016
College calculates increases & notifies individual faculty & units of awards	February 15, 2015	February 15, 2016
Merit awards applied to base salaries	March 1, 2015	March 1, 2016

10.4.7 Appeals & Grievances. The final assignments of merit pay to Faculty Members are not subject to appeal or grievance. However, violations of the procedures prescribed in this Article are subject to grievance under Article 8 of this Agreement. Grievances from multiple Faculty Members that address essentially the same procedural issues may be grouped, subject to the concurrence of the AAUP and the University Contract Administrator.

10.5 Regional Campus Salary Increases.

10.5.1 Effective September 1, 2013, each Faculty Member at the regional campuses (UC-Blue Ash College and Clermont College) who was a member of the Bargaining Unit on June 30, 2013, shall have his or her base salary increased by an amount of two percent (2%) of his/her base salary as of June 30, 2013.

10.5.2 Effective September 1, 2014, each Faculty Member at the regional campuses (UC-Blue Ash College and Clermont College) who was a member of the Bargaining Unit on June 30, 2014, shall have his or her base salary increased by an amount of two percent (2%) of his/her base salary as of June 30, 2014.

10.5.3 Effective September 1, 2015, each Faculty Member at the regional campuses (UC-Blue Ash College andClermont College) who was a member of the Bargaining Unit on June 30, 2015, shall have his or her base salary increased by an amount of two percent (2%) of his/her base salary as of June 30, 2015.

These increases shall be in addition to any other increases specified in Article 10.

10.6 Implementation of Increases for 2013-2014. Following ratification of this Agreement, Faculty Members shall be paid for all unpaid portions of any increases in compensation that would have been paid by the date of ratification, had this Agreement been ratified prior to July 1, 2013 . Payment shall occur by the next pay date if ratification occurs by the 10th of the month, or the following pay date if ratification occurs on or after the 11th of the month.

10.7 Promotional Increase. Each Faculty Member receiving a promotion during the term of this Agreement shall receive an additional increase of ten percent (10%) of base salary. In calculating a Faculty Member's new base salary, a promotional increase shall be applied prior to the application of any adjustment required to meet the minimum salary requirements of Article 12. In the event that the promotional increase coincides with other increases, such as regional campus, across-the-board, merit, and compression, the order of application of the increases shall be: (1) promotional increase; (2) regional campus increase, if any; (3) adjustment, if necessary, to meet minimum salary requirements; and (4) all other increases calculated on the June 30th base salary such as across-the-board, merit, and compression.

10.8 Part-time Salary Adjustments. Faculty Members who are part-time will receive the same percentage increases and proportionate across-the-board dollar increases on the same schedule as full-time Faculty Members. Promotional increases shall be calculated on the same basis as full-time Faculty members.

10.9 Effect of Administrative Appointment on Faculty Salary. A Faculty Member who accepts an administrative appointment, and who subsequently returns to the Bargaining Unit, shall be returned to the salary she/he would have earned, including any UC/AAUP Contract-mandated increases, had she/he remained a Bargaining Unit member.

In cases where initial appointment to a faculty title is accompanied by an administrative appointment, the appointment letter should specify the base salary that the appointee would have earned had the appointment been solely a faculty appointment, and in no case unless an exception has been granted by the President – shall that base salary exceed the highest base salary among all other Faculty Members of the same rank in the Academic Unit from which s/he is to receive the faculty appointment. In such cases, should the appointee subsequently leave the administrative position and become a member of the Bargaining Unit, his/her base salary shall be the base salary specified in the initial appointment letter, plus any UC/AAUP Contract-mandated increases occurring during the time of the administrative appointment.

If any of the Collective Bargaining Agreements in effect during the period of an administrative appointment has provided for merit-

based increases, an administrator leaving the administrative position and joining or returning to the Bargaining Unit shall receive an additional increase to the base equal to the average of all merit increases applied in his/her Academic Unit during the period of administrative appointment.

If an initial appointment letter to a faculty title and an administrative position does not specify a faculty base salary, and if the appointee subsequently leaves the administrative position and becomes a member of the Bargaining Unit, his/her base salary shall not exceed the highest base salary among all other Faculty Members of the same rank in the Academic Unit to which s/he will belong.

The provisions of this section shall not apply when there is a written agreement prior to July 1, 2010 between a Faculty Member and the Provost concerning the effect on base salary of an administrative appointment.

10.10 Compensation for Secondary Semester Teaching.

10.10.1 Faculty Members who teach during their Secondary Semester shall receive additional compensation as prescribed in this Article, provided such teaching responsibilities have not been assigned and accepted by the Faculty Member in lieu of teaching responsibilities during one or more Primary Semesters in a previous or ensuing year. Faculty Members having Twelve-Month appointments are not eligible for Secondary-Semester compensation.

10.10.2 Secondary Semester Teaching Rate. Additional compensation for Secondary-Semester teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member's annual base salary as of the first day of classes of the Secondary Semester. Compensation shall not be less than 3.75% per credit hour except as may be modified by Sections 10.10.3 and 10.10.4 below.

10.10.3 Studio and Laboratory Course Rate. In studio courses (courses consisting of a combination of classroom instruction and required practical experiences in which the

faculty fully participate) in the College of DAAP, each credit hour requiring forty-two (42) contact hours or more will be compensated at the rate of 7.5% per credit hour.

In laboratory courses (courses consisting of a combination of classroom and laboratory instruction in which the faculty fully participate) in any college, each credit hour requiring twenty-eight (28) to forty-one (41) contact hours will be compensated at the rate of 5.625% per credit hour, and each credit hour requiring forty-two (42) or more contact hours will be compensated at the rate of 7.5% per credit hour.

10.10.4 Notice and Calculation of Pro-Ration. If five days before the first day of the Secondary Semester a course's projected revenue to the College does not equal or exceed the projected compensation (including labor overhead) to the assigned Faculty Member, the compensation for Secondary-Semester teaching may be reduced. In such cases, the Faculty Member shall be notified in writing by the dean or designee, no later than three (3) days prior to the start of the Secondary Semester, of the course enrollment as of that date and the fact that the compensation may be pro-rated and shall be based on enrollment as of the day after the last day for tuition refunds in that term (or partial term if the Faculty Member is teaching a partial term). The proration shall be based on a comparison of revenue generated by enrollments in a particular course section with the expenses associated with a particular Faculty Member's teaching of that section.

Revenue shall be calculated as the in-state part-time instructional fee per credit hour multiplied by the number of student credit hours enrolled as of the day after the last day for tuition refunds in that term (or partial term if the Faculty Member is teaching a partial term).

Expenses shall be calculated as the sum of three factors:

a) Faculty Member's annual base salary multiplied by the applicable rate per credit hour as prescribed by this Article multiplied by the number of credit hours taught; and

b) The dollar amount calculated in (a) above multiplied by an administrative overhead rate of 35%; and
c) The dollar amount calculated in (a) above multiplied by the fringe benefits rate in effect at that time.

If the Faculty Member declines to teach the course at a rate that may be pro-rated, the Dean or designee may: (1) cancel the course section; (2) combine the course section with another section of the same course; or (3) reassign the course to another instructor.

10.10.5 Should the Dean or his/her designee fail to exercise the options, including possible pro-ration, described in Section 10.10.4 above by three (3) days before the start of the Faculty Member's Secondary Semester, the Faculty Member shall be compensated at the full rate prescribed in Section 10.10.2 above.

10.10.6 Secondary Semester Teaching Rate, Cooperative Education Programs. A Faculty Member whose primary appointment is in a program that requires its students to participate in professional practice (also known as cooperative education) and that delivers core curriculum in all semesters of the year may be required to teach in his/her Secondary Semester once per biennium. When such a Faculty Member is required to teach in a Secondary Semester, he or she shall receive additional compensation for that teaching at a rate of 4.25% per credit hour, except as may be modified by Section 10.10.3 above. When teaching during Secondary Semester is required, the Faculty Member must be notified in writing of that requirement no later than the first day of the semester immediately preceding that Secondary Semester. A Faculty Member in such a program who voluntarily teaches during a Secondary Semester without having been required to do so shall be compensated and shall be subject to the provisions as described in Sections 10.10.2, 10.10.3, and 10.10.4 above.

10.10.7 Secondary Semester Teaching Rate, Division of Professional Practice. A Faculty Member whose primary appointment is in the Division of Professional Practice may be required to work during his/her Secondary Semester for

additional compensation at the rate of 19% of his/her Academic Base Salary for seven weeks' full time work. In such cases, the Faculty Member must be notified in writing of that requirement not later than the first day of the semester immediately preceding that Secondary Semester.

10.10.8 All past policies and practices pertaining to summer compensation, including but not limited to the Summer Sessions Policy (1997) of the former College of Evening and Continuing Education and University Rule 50-3-11 (regarding colleges with "four-quarter operations") shall be inapplicable and void.

ARTICLE 11
TUITION REMISSION

11.1 Tuition Remission for Faculty Members.

11.1.1 Full-time Faculty Members are eligible for tuition remission at the undergraduate or graduate/professional level for a maximum of 6 credit hours per semester which may be taken for regular or audited credit hours; except that full-time Faculty Members enrolled in a clearly defined graduate or professional program are eligible for remission of all courses taken within the limits imposed by the appropriate Academic Unit Head, Dean or provost.

11.1.2 Part-time Faculty Members are eligible for tuition remission at the undergraduate or graduate/professional level for a maximum of 3 credit hours per semester which may be taken for regular or audited credit hours.

11.1.3 Retired Faculty Members who have begun to draw a pension benefit continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.

11.1.4 **Fees and Fines.** Tuition remission for Faculty Members shall continue to cover these fees: instructional, general, ITIE, campus-life, and program. Tuition remission for Faculty Members shall continue to not cover lab, aviation, and late fees and library and parking fines.

11.1.5 **Health Insurance Fees.** If the Faculty Member is enrolled in six (6) or more credit hours of coursework per semester, it is his/her responsibility to complete the University's health insurance waiver document annually by the due date, as per University policy. If the Faculty Member does not complete the waiver, s/he will be charged for student health insurance, as per University policy.

11.2 Tuition Remission for Spouses, Domestic Partners, and Unmarried Dependents of Faculty Members

11.2.1 For the purposes of this paragraph, "unmarried dependents" shall be defined as follows: naturally-born sons and

daughters, stepsons or stepdaughters of the employee, and individuals for whom the employee has been appointed the legal guardian pursuant to court action or by the terms of a valid will, who receive primary financial support from the employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment.

11.2.2 The following individuals are eligible for full instructional fee remission at all levels, except as noted in Articles 11.2.3 – 11.2.10:

(a) spouses or domestic partners of Faculty Members;

(b) unmarried dependents of Faculty Members;

(c) spouses, domestic partners and unmarried dependents of former Faculty Members who retired and have begun to draw a retirement benefit;

(d) spouses, domestic partners and unmarried dependents of former Faculty Members who became completely disabled while employed by the University;

(e) spouses, domestic partners and unmarried dependents of former Faculty Members who died while employed by the University.

11.2.3 Spouses, domestic partners and unmarried dependents must register for graded status in all courses in order to receive full instructional fee remission.

11.2.4 Spouses, domestic partners and unmarried dependents must demonstrate satisfactory progress, based on criteria established by the student financial aid office as required by federal laws and regulations, in order to continue to receive full instructional fee remission. Eligibility for instructional fee remission shall be suspended for spouses, domestic partners, and unmarried dependents who fail to maintain satisfactory progress until such time as this requirement has been met.

11.2.5 Spouses, domestic partners and unmarried dependents whose permanent residence is outside the state of Ohio shall pay $15 per credit hour for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which s/he resides.

11.2.6 Unmarried dependents of Faculty Members or former Faculty Members described in Article 11.2.2 are eligible for remission of twenty-five percent (25%) of the cost of private music lessons taken for credit as electives.

11.2.7 Unmarried dependents of Faculty Members are entitled to remission of one-half (1/2) of the instructional fee in the University nursery school.

11.2.8 The maximum number of credits at the undergraduate level to which full instructional fee remission benefits may be applied is 216 quarter hours or 144 semester hours or the combined equivalent, except that in cases where the minimum number of credit hours required to complete a program is larger than 216 quarter hours or 144 semester hours or the combined equivalent, that required number of credit hours shall be covered by instructional fee remission. Course withdrawals to which a penalty applies, and incompletes, shall apply to this maximum number of undergraduate hours.

11.2.9 Instructional fee remission benefits shall not apply to the J.D. in the College of Law, the M.D. and the M.S. in Physiology in the College of Medicine, and the Pharm.D. in the College of Pharmacy.

The provisions of this Article (11.2.9) shall not apply to any spouse, domestic partner or unmarried dependent of a Faculty Member who was admitted and enrolled in a graduate/professional level program in the Colleges of Law, Medicine, and Pharmacy by the last day of the Spring 2008 term.

11.2.10 Fees and Fines. Tuition remission for spouses, domestic partners, and dependents of Faculty Members shall continue to cover instructional fees. Tuition remission for spouses, domestic partners, and dependents of Faculty

Members shall continue to not cover general, ITIE, campus-life, program, lab, aviation, and late fees and library and parking fines.

11.2.11 Health Insurance Fees. If the spouse, domestic partner, or dependent of a Faculty Member is enrolled in six (6) or more credit hours of coursework per semester, it is his/her responsibility to complete the University's health insurance waiver document annually by the due date, as per University policy. If the spouse, domestic partner, or dependent of a Faculty Member does not complete the waiver, s/he will be charged for student health insurance, as per University policy.

11.3 Non-credit courses. In all cases, no tuition remission shall be made for courses not carrying academic credit, with the exception of nursery school. Individuals may take noncredit courses for one-half of the normal course fee, but no person will be allowed to take two or more such courses simultaneously at this rate. Registration will be handled on a first-come, first-serve basis with no more than twenty percent of the total available places being held for this purpose. A course not being closed on the first day of class may have additional individuals admitted at one-half of the normal course fee.

ARTICLE 12
MINIMUM SALARIES

12.1 The minimum base salary for all Bargaining Unit members shall be as follows:

Rank	Effective 9/1/2013
Professor	$73,819
Assoc. Professor	$59,540
Asst. Professor	$48,880
Instructor	$41,747
Senior Librarian	$73,819
Assoc. Sr. Librarian	$63,112
Assoc. Librarian	$57,837
Asst. Librarian	$48,880
Beg. Librarian	$41,747

Faculty Members earning a base salary below the effective minima shall move to the new minima and receive any across-the-board, compression, and/or merit increase under Article 10 on his or her minima.

Faculty Members who will receive regional campus increases under Article 10 of this Agreement shall receive those increases before any adjustment to meet the minimum salary required by this Article.

12.2 The minima defined in this Article shall apply to AAUP-represented adjuncts on a pro-rated basis proportional to their percent of full-time.

ARTICLE 13
OVERLOADS, EXTRA COMPENSATION

13.1 Overload teaching shall be permitted only in emergency situations. Extra payment for overload teaching will be paid in accordance with the following base schedule or at the adjunct rate in effect in the Faculty Member's college, whichever is greater:

Rank	Per Credit Hour Per Semester
Professor	$ 1,144.50
Associate Professor	$ 1,039.50
Assistant Professor	$ 945.00
Instructor	$ 858.00

13.2 Overload teaching must be approved in advance by the Provost or designee. Whenever a Faculty Member agrees to overload teaching, the Academic Unit Head shall provide the Faculty Member with a written letter of agreement before the Faculty Member begins to teach the course.

ARTICLE 14
ACADEMIC UNIT HEAD COMPENSATION

14.1 Compensation for Academic Unit Heads shall be based on their academic year base salary. That base salary shall be supplemented by an annual stipend for administrative duties in the range of $5,000 to $30,000, as recommended by the Dean and approved by the Provost, based upon the criteria developed pursuant to the "Academic Unit Head Stipend Criteria" Memorandum of Understanding (1986-1989 Agreement) (see Appendix 2, p. 182).

That base salary shall also be supplemented by a 2/9 supplement for full summer responsibility, 1/9 supplement for partial summer responsibility, or no supplement for no summer responsibility as recommended by the Dean and approved by the Provost.

14.2 The specific amount of stipend or supplement decided upon in individual cases under the provisions of this Article shall not be subject to Article 8, Grievance Procedure.

ARTICLE 15
ADDITIONAL COMPENSATION

15.1 In the event that the Administration wishes to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, of correcting inequities proscribed by Article 4.1, including but not limited to those on the basis of gender or race, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to ensure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments thirty (30) days before they are implemented, and shall state the reasons with the specific documentation leading to the adjustment. In any one fiscal year the total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception should the one-half percent (.5%) cap be reached. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 16
MEDICAL, DENTAL, LIFE AND DISABILITY INSURANCE

16.1 Until January 1, 2015, the University shall provide for Bargaining Unit members the Choice Benefits Plan authorized under Section 125 of the Internal Revenue Code and subject to all federal, state and local tax laws and any changes which may occur therein.

Effective January 1, 2015, the University shall provide a Point of Service Plan and a High Deductible Plan for Bargaining Unit Members. Whatever "pre-tax contributions" are specified, they are currently not subject to federal and state taxes but may be subject to city income tax. An open enrollment period will be held annually for four weeks usually in the Fall academic semester, during which Bargaining Unit members may revise their elections for the coming year. However, a Bargaining Unit member may revise his or her election upon a change of family status as provided under the plan and federal law. Bargaining Unit members must make family status changes within thirty-one (31) days of the event for coverage to be effective as of the date of the family status change. For new employees, a good faith effort will be made to have coverage effective the first day of employment, however, coverage shall be effective not later than the first day of the month following twenty-eight (28) days after appointment.

16.2 **Medical Insurance.** Until January 1, 2015, Bargaining Unit members may select any one of the following Health Insurance Plans:

(1) Point of Service (POS)

(2) Health Maintenance Organization (HMO)

(3) First 1000 Plan

Bargaining Unit members may enroll in single medical insurance coverage or family coverage (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse, domestic partner, unmarried dependent children to age 25, and children dependent under IRS rules who became disabled by mental retardation or physical handicap before age 19.

There is no lifetime dollar limit in the POS, the HMO, or the First 1000 plan.

Insurance coverages for the plans in effect until January 1, 2015, will remain at least equivalent to those in the 2010-2013 Agreement, except as modified herein.

Effective January 1, 2015, Bargaining Unit members may select either of the following Health Insurance Plans;

(1) Point of Service (POS)

(2) High Deductible Health Plan (HDHP)

There shall be no lifetime dollar limit in the POS or HDHP.

16.2.1 Point of Service (POS). Until January 1, 2015, the Point of Service Plan distinguishes between network and non-network providers with network providers having contracts with the third party administrator of the health plan. The participant may elect to use non-network providers, in which case the annual deductible of $200 per person and $400 per family applies.

Once the deductible is met, the plan pays 70% and the participant pays 30% of eligible non-network expenses to an out-of-pocket limit, including the deductible, of $1,100 per person and $2,200 per family each calendar year. The University will provide mail order prescription access. Co-payments for mail order prescriptions, ninety (90) day supply, will be $20.00 for each generic, $40.00 for each brand/non-generic and $60.00 for each non-formulary, non-generic or non-formulary, generic. The employee co-payment for prescription drugs will be $10.00 for each generic prescription, $20.00 for each brand/non-generic prescription and $30.00 for each non-formulary, non-generic or non-formulary, generic prescription. A $15.00 co-payment will be required for each in-panel office visit/medical treatment received by POS participants. A $75.00 co-payment will be required for each emergency room visit.

Until ratification and approval of this Agreement, pre-tax contributions for Bargaining Unit members shall be made in the same manner as was effective January 1, 2013.

No earlier than the month following ratification and approval of this Agreement, and until January 1, 2015, Bargaining Unit members shall make the following pre-tax contributions for the POS:

POS CONTRIBUTIONS through December 31, 2014 MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE			
Salary Range	**Single**	**Double**	**Family**
Less than $60,000	56.39	78.94	94.73
$60,000-$79,999.99	74.03	103.64	124.37
$80,000-$99,999.99	95.28	133.39	160.06
$100,000 or more	140.40	196.56	235.87

Effective January 1, 2015, the University shall offer the Point of Service Plan. For 2015 and 2016 the plan provides 100% of preventive care when care is rendered by an in-network provider. The annual in-network deductibles are $100 for individual and $200 for other coverage. The plan's annual co-insurance maximum is $1100 for individual coverage and $2200 for other coverage levels.

The co-pays for prescription drugs purchased at a retail network pharmacy are $15/$25/$35/25% subject to a $250 per purchase maximum for Tier 4 medications. Purchase of maintenance medications through the mail order process is optional. Co-pays for maintenance medications ordered through the mail-order process are $30/$50/$70/25% subject to a $250 per purchase maximum for Tier 4 medications. The annual maximum out-of-pocket cost for prescription co-pays is $3,000 per covered person.

The plan's in-network benefits are as follows:

PCP Physician Visit	100% after $15 copay
Specialist Visit	100% after $20 copay
Urgent Care	100% after $20 copay
Emergency Room	100% after $75 copay
Test/Lab/DME	90% after deductible
Outpatient	90% after deductible
Inpatient	90% after deductible

Effective January 1, 2015, Bargaining Unit members shall contribute the following amounts, monthly pre-tax, for the POS:

POS CONTRIBUTIONS from January 1, 2015 through December 31, 2015
MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE

Salary Range	Single	Double	Family
Less than $60,000	70.49	98.68	118.41
$60,000-$79,999.99	92.54	129.55	155.46
$80,000-$99,999.99	119.10	166.74	200.08
$100,000 or more	175.50	245.70	294.84

Effective January 1, 2016, Bargaining Unit members shall contribute the following amounts, monthly pre-tax, for the POS:

POS CONTRIBUTIONS beginning January 1, 2016 MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE			
Salary Range	**Single**	**Double**	**Family**
Less than $60,000	88.11	123.35	148.01
$60,000-$79,999.99	115.68	161.94	194.33
$80,000-$99,999.99	148.88	208.43	250.10
$100,000 or more	219.38	307.13	368.55

16.2.2 Health Maintenance Organization (HMO). The Health Maintenance Organization covers preventive care as well as treatment of illness or injury. An HMO has contracts with a network of providers and the participant must use HMO providers for all non-emergency situations in order for the services to be covered expenses. Prescription drugs are covered with a co-payment of $5.00 per generic formulary prescription at pharmacies specified by the plan**,** $10.00 per non-generic formulary prescription at pharmacies specified by the plan and $20.00 per non-formulary, non-generic or non-formulary, generic prescription at pharmacies specified by the plan. Co-payments for mail order prescriptions, ninety (90) day supply, will be $10.00 for each generic, $20.00 for each brand/non-generic and $40.00 for each non-formulary, non-generic or non-formulary, generic. A $10.00 co-payment will be required for each office visit/medical treatment received by HMO participants. A $50.00 co-payment will be required for each emergency room visit. Coverage for Speech, Physical and Occupational Therapy will be sixty (60) visits per calendar year.

No earlier than the month following ratification and approval of this Agreement, and until January 1, 2015, Bargaining Unit members shall make the following pre-tax contributions for the HMO:

HMO CONTRIBUTIONS through December 31, 2014
MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE

Salary Range	Single	Double	Family
Less than $60,000	56.39	78.94	94.73
$60,000-$79,999.99	74.03	103.64	124.37
$80,000-$99,999.99	95.28	133.39	160.06
$100,000 or more	140.40	196.56	235.87

Effective January 1, 2015, the HMO will no longer be available.

16.2.3 First 1000 Plan. The First 1000 Plan has no premium payments. There is a $15 co-payment for each office visit/medical treatment received by participants from network providers.

Each enrollee is provided an allowance of $500 per calendar year toward medical services provided at network providers (exclusive of visit/treatment co-payments, prescription co-payments, and mental health and substance abuse co-payments).

Once the $500 allowance has been exhausted, the enrollee pays 100% of all medical costs up to an annual maximum of:

	Network	Non-Network
Single	$1000	$3000
Double	$2000	$6000
Family	$3000	$9000

After payment of the maximum annual deductibles (noted above), network benefits are then covered at 100% or 80% for specified services; and non-network benefits are covered at 70% or 60% for specified services.

There is an additional co-pay of $100 per day for the first five days of any inpatient admission.

Prescription drugs, at pharmacies specified by the plan, have a co-payment of $10 for a generic formulary, $20 for non-generic formulary, and $30 for non-generic non-formulary.

The prescription drug co-payment for mail order, 90-day supply is $20 for generic formulary, $40 for non-generic formulary, and $60 for non-generic non-formulary.

There is a $100 co-payment for each emergency room visit, except that no co-payment is required if the patient is admitted as an in-patient as a result of the emergency.

Bargaining Unit members who enroll in this plan must attend an information session to review the requirements and guidelines of the plan.

Effective January 1, 2015, the First 100 Plan will no longer be available.

16.2.4 High Deductible Plan. Effective January 1, 2015, the University shall offer a High Deductible Health Plan and Health Savings Account. For 2015 and 2016 the plan provides 100% of preventive care in-network and 70% after deductible for out-of-network preventive care. The annual deductibles are $1500 for individual coverage in-network/$3000 out-of-network and $3000 for other coverage levels in-network/$6000 out-of-network. The annual co-insurance maximum is $3000 for individual coverage in-network/$6000 out-of-network and $6000 for other coverage levels in-network/$12,000 out-of-network. Prescription drugs are covered at 90% after deductible in-network and 70% after deductible out-of-network. The plan pays as follows:

	In-Network	Out-of-Network
Physician/Specialist	90% after deductible	70% after deductible
Urgent Care	90% after deductible	70% after deductible
Emergency Room	90% after deductible	70% after deductible
Outpatient	90% after deductible	70% after deductible
Inpatient	90% after deductible	70% after deductible

Effective January 1, 2015, Bargaining Unit members shall contribute the following amounts, monthly pre-tax, for the HDHP:

HDHP CONTRIBUTIONS, January 1, 2015 through December 31, 2015 MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE			
Salary Range	**Single**	**Double**	**Family**
Less than $60,000	44.19	92.88	132.66
$60,000-$79,999.99	46.65	98.04	140.03
$80,000-$99,999.99	49.10	103.20	147.40
$100,000 or more	54.01	113.52	162.14

Effective January 1, 2016, Bargaining Unit members shall contribute the following amounts, monthly pre-tax, for the HDHP:

HDHP CONTRIBUTIONS, beginning January 1, 2016 MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE			
Salary Range	**Single**	**Double**	**Family**
Less than $60,000	49.10	103.20	147.40
$60,000-$79,999.99	51.56	108.36	154.77
$80,000-$99,999.99	54.01	113.52	162.14
$100,000 or more	58.92	123.84	176.88

The University shall contribute the following amounts to Bargaining Unit members' Health Savings Accounts for the HDHP in the first year (only) in which the Bargaining Unit member enrolls in the HDHP:

UNIVERSITY CONTRIBUTION TO EMPLOYEE HSA, BY PLAN TYPE AND SALARY RANGE		
Salary Range	**Single**	**Double or Family**
Less than $60,000	800	1,600
$60,000-$79,999.99	550	1,100
$80,000-$99,999.99	450	900
$100,000 or more	350	700

16.2.5 Waiver of Health Coverage. Faculty Members who can document that they have coverage under another health plan will have the option of waiving health coverage provided by the University. In exchange for such waiver a monthly credit of not less than $100 may be received as cash in the paycheck by the Bargaining Unit member or applied to the cost of other benefits. If an employee and his/her spouse/domestic partner both work for the University in benefit-eligible positions and elect to enroll under one medical plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

16.2.6 Spouse/Domestic Partner Surcharge. There shall be a $50 per month surcharge for coverage of spouses and domestic partners of Faculty Members who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan.

16.2.7 Default Coverage. If the Bargaining Unit member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Bargaining Unit member will be

enrolled in the default plan -- HMO, single coverage until January 1, 2015. Effective January 1, 2015, the default plan shall be the POS single coverage. If the Bargaining Unit member is re-enrolling and does not complete his/her enrollment online by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.2.8 Medical Coverage for Travel. A Faculty Member on academic leave or performing University business that requires the Faculty Member to reside away from his or her home for more than thirty (30) consecutive days and who wishes to have out-of-area medical coverage shall provide thirty (30) days advance notice of travel plans to the University Benefits Office. The Benefits Office will attempt to provide access to a network medical provider to the Faculty Member at his or her temporary location. If no network provider is available, the University will ensure that claims are reimbursed at in-network rates. Until January 1, 2015, Any Faculty Member enrolled in the HMO will be enrolled in the POS, without additional cost, during this period.

16.3 Dental Insurance. Dental Insurance Plan coverages are available for an individual employee or family (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse, domestic partner and unmarried dependent children under age 26. Bargaining Unit members may select one of the following Dental Insurance options.

16.3.1 Basic Plan. All services are subject to an annual deductible of $50 per person and $100 per family. Preventive services are covered at 100%. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for diagnostic and restorative services, and 80% for major services. Orthodontia is not covered.

16.3.2 Waiver of Dental Coverage. Bargaining Unit members may elect to waive dental coverage and receive a monthly credit of no less than $18.00, which may be received as cash in the paycheck or may be applied to the cost of other benefits. If an employee and his/her spouse/domestic partner both work for the University in benefit-eligible positions and elect to enroll under one dental plan, the

spouse/domestic partner waiving coverage is not eligible for the credit.

16.3.3 If the Bargaining Unit member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan, the Basic Dental Plan, single coverage. If the Bargaining Unit member is re-enrolling and does not enroll by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.4 **Life Insurance.** Bargaining Unit members may select any of the eight (8) Life Insurance Plan options to cover themselves only.

Option 1 - 1 times annual base salary
Option 2 - 2 times annual base salary
Option 3 - 3 times annual base salary
Option 4 - 4 times annual base salary
Option 5 - 5 times annual base salary
Option 6 - 6 times annual base salary
Option 7 - $5,000
Option 8 - $50,000

16.4.1 The University will contribute toward life insurance coverage a monthly amount equal to the Bargaining Unit member's monthly premium cost for Option 1 up to a maximum coverage level of $50,000. Should the Bargaining Unit member select a more costly option, the Bargaining Unit member will be required to contribute the excess premium cost by salary reduction. Bargaining Unit members selecting Option 7 will receive a credit equal to the difference between the premium costs for Options 1, up to a maximum coverage level of $50,000, and Option 7.

16.4.2 If the Bargaining Unit member is enrolling for the first time and does not select an Option by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan, Option 1, one (1) times annual base salary. If the Bargaining Unit member is re-enrolling and does not enroll by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.5 Family Life Insurance. A Bargaining Unit member may purchase, on an after tax basis, life insurance coverage for his/her spouse, domestic partner or eligible dependent children in the amounts stated below, not to exceed 50% of the employee's coverage:

Insurance for Spouse/Domestic Partner	Insurance for Children
No coverage	No coverage
$ 5,000	$ 2,000
$10,000	$ 5,000
$25,000	$10,000

16.6 Personal Accident Insurance. A Bargaining Unit member may purchase, on an after tax basis, Accidental Death or Dismemberment Insurance (either single or family coverage) in the amounts stated below:

No coverage
$ 50,000
$100,000
$150,000

Coverage for spouse or domestic partner is equal to 50% of the employee's coverage. Coverage for eligible dependent children is equal to 10% of the employee's coverage.

16.7 Long-term Disability Insurance (LTD). Bargaining Unit members may purchase on an after-tax basis either of two (2) Long-term Disability Insurance Plans:

Option 1 provides a benefit after four (4) months of 65% of base salary, up to a maximum monthly benefit of $4,000.

Option 2 provides a benefit after six (6) months of 60% of base salary, up to a maximum monthly benefit of $4,000, and retirement annuity coverage if the Bargaining Unit member becomes totally disabled.

Participants in the Expanded “grandfathered” retirement plan receive retirement annuity coverage regardless of the LTD option chosen.

16.8 Health Care Flexible Spending Account. Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by the plan, to be used for reimbursement of eligible expenses which are not covered by insurance. Eligible expenses are those permitted by federal tax law. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual.

16.9 Dependent Care Account. Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual.

16.10 Wellness Program. During the term of this Agreement, the University may introduce a wellness or healthy life-style program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury. Participation in such programs by Bargaining Unit members shall be voluntary. Bargaining Unit members who choose to participate will receive all the benefits afforded by participation.

ARTICLE 17
SICK LEAVE

17.1 Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year pro-rated on a monthly basis while in active pay status up to a maximum of three-hundred (300) days.

17.2 The University shall maintain a Sick Leave Bank for the use of Bargaining Unit members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Bargaining Unit members. In order to draw upon the Bank, a Bargaining Unit member must make a written request to the Academic Unit Head who will forward the request to the University Contract Administrator for implementation. Requests beyond 150 days, for a single illness or injury, must be approved by the University Contract Administrator and the AAUP.

17.3 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family, or his or her domestic partner and/or children thereof, registered according to the appropriate process and in a timely manner through the Human Resources Department.

17.4 When using full or partial sick leave days, the member shall immediately notify his or her Academic Unit Head and advise of the estimated duration of absence.

17.5 All use of full or partial sick leave days must be reported to the Academic Unit Head on the appropriate University form. Each Bargaining Unit member may annually review the number of sick days used and the number still available for use.

17.6 Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave days may also be used for normal childbirth. Just prior to initiation of use of sick leave for childbirth and recovery, the Bargaining Unit member shall provide to the Academic Unit Head in writing from her physician the expected date of delivery. If the use of accrued sick leave days for childbirth exceeds ten (10) calendar weeks, the

Academic Unit Head may request that the Bargaining Unit member provide a note from her attending physician specifying the probable date of return.

17.7 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. No action shall be taken by the University to release a Bargaining Unit member because of illness or disability while on sick leave with pay.

17.8 Persons using accumulated sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been using accumulated sick leave days.

17.9 Extended Sick Leave

17.9.1 If an absence is to exceed fourteen (14) days, the Bargaining Unit member must notify his or her head of the probable duration of the absence. The Academic Unit Head shall forward this information to the Dean or the appropriate administrator and the Provost for implementation of an extended sick leave.

17.9.2 During any extended sick leave the University may from time to time require a statement from the Bargaining Unit member's physician as to his or her continued disability or illness and the date of probable return.

17.9.3 Bargaining Unit members on extended sick leave are advised to seek the counsel of the Benefits Office as to those particular benefits associated with each retirement system.

17.9.4 Bargaining Unit members covered by the STRS/OPERS systems or City Retirement must use the benefits available to them under those systems.

17.9.5 For those Bargaining Unit members not covered by state systems, the following provision applies:

A Bargaining Unit member enrolled in the long term disability insurance plan, as described in Article 16, and who is unable to perform his or her assignments following the initiation of a continuing illness or injury, is eligible to apply for benefits under the terms of the long-term disability insurance plan. Long-term disability need not go into effect until accumulated sick leave days have been exhausted.

17.9.6 A person on extended sick leave for a continuous period of at least 10 weeks may request an extension of the seven-year probationary period of up to one year, provided that all time off the tenure clock totals no more than two years during the probationary period. The request must be approved by the Academic Unit Head, Dean, and Provost. Granting of an extension of the probationary period because of extended sick leave to the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of the leave.

17.10 Medical Leave Without Pay

17.10.1 Subsequent to the exhaustion of accumulated sick days, the Bargaining Unit member not covered by STRS, OPERS or City Retirement may apply for up to one year medical leave without pay. During this one-year period, he or she will retain all University-provided benefits except for vacation and sick leave accrual and retirement contributions based on salary. The Bargaining Unit member may elect to use any accrued vacation prior to going on medical leave without pay.

17.10.2 One-year medical leaves without pay are renewable twice. During the renewals, a Bargaining Unit member may participate in the same fringe benefits as in the first year of medical leave without pay by payment of the full costs thereof. Arrangements for payment must be made through the Benefits Division.

17.10.3 A Bargaining Unit member on medical leave without pay shall be entitled to return to active status should the disability or illness end, on the following terms:

17.10.3.1 A Bargaining Unit member with tenure at the time of disability will be recalled with tenure upon recovery; or

17.10.3.2 A Bargaining Unit member without tenure will be recalled to complete the term of his or her contract and prior University service shall count as part of the probationary period.

17.10.4 No action may be taken by the University to release a Bargaining Unit member because of sickness or disability while the Bargaining Unit member is on medical leave without pay.

17.10.5 Bargaining Unit members eligible for reinstatement following medical leave without pay shall upon their return receive the benefit of any salary increase or change in benefits implemented during the time of their medical leave without pay.

17.10.6 Following the completion of the final year of medical leave without pay, the University may, at its discretion, choose to release a Bargaining Unit member.

17.11 Initiation or Continuation of Extended Sick Leave/Medical Leave. Normally, the decision about whether a Bargaining Unit member should take or continue on sick leave or medical leave without pay or return to active faculty status will be made by the Bargaining Unit member following consultation with his or her attending physician. If, however, there is a disagreement between the University and a Bargaining Unit member in such matters, the following procedure shall apply:

17.11.1 The Bargaining Unit member and the University shall each designate a medical doctor specializing in treatment of the Bargaining Unit member's alleged illness or disability.

17.11.2 The two medical doctors shall confer and choose by agreement a third medical doctor. These three doctors shall be given the right to examine the Bargaining Unit member and review his or her medical records.

17.11.3 After such examination, the three medical doctors shall confer and decide by majority vote among them whether the Bargaining Unit member is so disabled as to be unable to adequately perform under the terms of his or her contract with the University. The decision of the doctors shall be binding upon the University and the Bargaining Unit member.

17.11.4 The University shall bear all costs associated with examinations and opinions rendered under this procedure.

17.12 Continuation of Benefits. A Bargaining Unit member who is approved for long-term disability benefits, may continue to participate in University medical and dental benefits, after release from the University, by payment of the costs thereof, unless these benefits are provided through STRS, OPERS, City Retirement, or a government agency.

17.13 Payment for Accrued Sick Leave at Retirement

17.13.1 At the time of retirement from active service, Bargaining Unit members who are members of a retirement system and who meet the age and service or disability requirements to be eligible for retirement under the applicable system, and have applied for and will begin drawing a pension benefit from the applicable retirement plan, and with ten or more years' service with the University, the State, or any of its political subdivisions, may elect to be paid in cash for one-fourth of the value of unused, accrued sick leave credit, up to a maximum of thirty (30) days.

17.13.2 Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave credit up to a maximum of sixty days. Any Bargaining Unit member who meets the age and service requirements above, with three hundred (300) or more

days accrued as of December 31, 1989, shall automatically access this benefit upon retirement.

17.13.3 Payment will be based upon the individual's rate of pay at the time of retirement. For purposes of calculating the payment for accrued sick leave at retirement, Two-Semester Faculty Members shall be considered as earning their annual base salaries over a period of one hundred and sixty (160) days. The payment for sick leave under the policy outlined in Subsection 17.13 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 17.13.

ARTICLE 18
RETIREMENT PROCEDURE AND PROGRAMS

18.1 Retirement Procedure. Any Bargaining Unit member electing to take retirement under a retirement system identified in 18.2 of this Agreement, should give the Dean or appropriate administrator and University Benefits Division six months' notice, in writing, of the anticipated date of retirement. Within ten (10) days after receipt of the notice, the Dean or appropriate administrator shall notify the Bargaining Unit member of the benefits available to the Bargaining Unit member and any application or other procedural requirements. After receipt of this information, the Bargaining Unit member shall have thirty (30) days to rescind in writing his or her notice of retirement. If not so rescinded, the retirement notice shall become effective according to its terms.

18.2 Retirement Programs

18.2.1 STRS and OPERS. Members of the Bargaining Unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio (STRS) or in the Ohio Public Employees Retirement System (OPERS) with eligibility and contributions as determined by regulations of said retirement systems. The rates on the effective date of this Agreement were:

STRS: University 14.0% Bargaining Unit Members 10.0%
OPERS: University 13.31% Bargaining Unit Members 8.50%

18.2.2 CITY. Bargaining Unit members appointed prior to July 1, 1977, who elected to remain in the City of Cincinnati Retirement System shall make periodic contributions in accordance with the City of Cincinnati Retirement System contribution schedule. The rates on the effective date of this Agreement were:

University 15.75% Bargaining Unit Members 7.0%

18.2.3 TIAA. Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association (TIAA) retirement system (or alternatives) shall make periodic contributions with the University according to the following schedule:

On the first $8,000 of salary:

University 12.75%	Bargaining Unit Member 6.35%

On salary between $8,000 and $16,500:

University 16.25%	Bargaining Unit Member 10.35%

On salary over $16,500:

University 10.50%	Bargaining Unit Member 6.80%

The University also shall make payments of .10% on the first $16,500 of salary for retirement plan waiver in the event of disability.

18.2.3.1 Changes in Contribution Rates. For the purpose of contributions for individuals participating in the expanded TIAA retirement system after July 1, 1977, when a percentage increase in contribution rates to STRS or OPERS is required, the exact same percentage increases will be added to the expanded TIAA annuity contributions. However, should STRS and OPERS adopt a percentage increase for the same purpose but at different times, the adjustment in TIAA contribution rates shall be made only once.

18.2.3.2 Definition of Salary. The term “salary” as used in 18.2.3 shall mean the annual base salary on a mandatory basis and, on an optional basis, all additional University compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked once during each calendar year and must be consistent with Federal Tax Law.

18.2.3.3 Survivorship Insurance. The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees. The Managing Board must meet at least two times a year and provide

timely written reports of such meetings to the parties to the contract. Failure to provide said reports or to comply with the Trust Agreement will result in the removal of any or all members of the Managing Board. The Chairperson of the Managing Board will be responsible for communicating with the parties to the contract and for providing all required reports.

18.2.4 Alternative Retirement Program (ARP). Full-time (100% FTE) Bargaining Unit members appointed after June 23, 1998 can elect to participate in the Ohio Alternative Retirement Plan (ARP). Eligible members may make a one-time irrevocable election to opt out of the State Teachers Retirement System (STRS) or the Ohio Public Employees Retirement System (OPERS) and participate in the ARP. The election must be made within ninety (90) days of the date of hire.

Bargaining Unit members participating in the ARP shall make periodic contributions with the University. The rates on the effective date of this Agreement are:

STRS Eligible:
ARP: University 10.5% Bargaining Unit Members 10.0%

OPERS Eligible:
ARP: University 12% Bargaining Unit Members 8.5%

The University contribution may be adjusted based on any changes to the unfunded liability percentage remitted to STRS and/or OPERS and set by law and/or the Ohio Retirement Commission.

18.3 The AAUP and University Human Resources will jointly sponsor a Retirement Exit Seminar annually. Topics will include: health care options, and other benefits such as parking, use of Library, and bookstore discounts.

18.4 Medical Benefits to Previous Early Retirees. The University will continue to provide retirees in the Early Retirement Programs existing in prior contracts with the Medical Benefits available to active Bargaining Unit members until alternative medical coverage

is available through another retirement plan or governmental program (*e.g.*, Medicare), another employer, or until the age of 70, whichever occurs first. Notwithstanding the above, for participants approved in 1989, and who retired on or before September 1, 1990, medical benefits upon retirement shall be those in effect prior to January 1, 1990. Early retirees under prior contracts must enroll in Medicare in accordance with applicable federal law. For those enrolled in Medicare, the University will pay the full cost of Medicare-complimentary coverage (*i.e.*, gap filler coverage equivalent to coverage available to active status Bargaining Unit members; gap filler is not available through the HMO).

18.5 The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of this Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Academic Unit Head, the Dean, and the University Contract Administrator.

18.6 Emeritus Status.

18.6.1 Definition. "Emeritus rank" is defined as a non-salaried academic title of honor of a retired Faculty Member or academic officer of the University, usually corresponding to the rank or title held by the Faculty Member or academic officer during his/her last period of active academic service to the University. Full professors, associate professors, assistant professors, associate librarians, associate senior librarians, senior librarians, Deans and other academic administrative officers shall be eligible for appointment to emeritus rank.

18.6.2 Appointment. Appointment of a retired Faculty Member to emeritus rank shall be based on a recommendation initiated within and approved by the Faculty of the Academic Unit of the prospective emeritus member. That recommendation is subject to approval by the Dean and the Provost, and to the final granting of emeritus rank by the Board of Trustees.

ARTICLE 19
PERSONAL, CHILD-REARING, VACATION, PARENTAL AND MILITARY LEAVES

19.1 Personal Leave

19.1.1 Bargaining Unit members may at any time submit a written request to their Academic Unit Head for a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs including the needs of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. The leave may include the option of reduced responsibilities, for which the person on leave will be compensated proportionally.

19.1.2 The request shall state the reason for and precise term of the leave. Upon recommendation by the Academic Unit Head, approval of the Dean or appropriate administrator, a leave of absence without pay may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.

19.1.3 A Bargaining Unit member on a full-time personal leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver signed by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave. A Bargaining Unit member on a full-time personal leave for less than one year or who requests reduced responsibilities may request a waiver which would provide that the reappointment or tenure be considered during the terminal year.

19.1.4 A person on personal leave shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs

thereof. If a person on personal leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the benefits division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2 Child-Rearing Leave

19.2.1 A Bargaining Unit member may request a Child-Rearing Leave of Absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family and needs relating to the children of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the Academic Unit Head normally at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the Academic Unit Head, and subject to the concurrence of the Dean or appropriate administrator, a Child-Rearing Leave may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

19.2.2 A Bargaining Unit member on a full-time Child-Rearing Leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.

19.2.3 A person on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or fourteen (14) weeks, whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on Child-Rearing Leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2.4 A tenure-track Faculty Member who is in the probationary period and who has substantial responsibility for the care of a newly born infant or a newly adopted child under the age of five may request an extension of the seven-year probationary period of up to one year for each event of birth or adoption provided that all time off the tenure clock totals no more than two years during the probationary period. Granting of an extension of the tenure probationary period under this sub-section will act automatically to extend the term of the Faculty Member's current appointment for the period of time equal to the extension. The request must be approved by the Academic Unit Head, Dean and Provost.

This provision does not require that a formal leave of absence be taken.

An untenured Faculty Member, who has substantial child care responsibilities that begin after the start of the Spring Semester in the penultimate year of service toward the tenure clock limit, will not be granted an extension of the probationary period.

Time off the clock granted under the provision of childcare responsibilities in combination with any other approved time off the clock, cannot exceed two years.

Other than the change in years of service required, the academic and other standards required for granting of tenure shall not differ from those applicable to Faculty Members not seeking an extension.

19.3 Vacation Leave for Faculty on 12-Month Appointments.

19.3.1 Faculty Members on 12-Month appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year-to-year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued. Vacation may be taken after completion of six (6) months of University service.

19.3.2 After one year of service, Faculty Members on 12-Month appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

19.3.3 Librarians on ten (10) month appointments and part-time Librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

19.4 **Military Leave.** The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

19.5 **Parental Leave.** The policy on paid parental leave developed by the Joint Union-Management committee on Parental Leave, as established under M.8, shall be incorporated into this Article and implemented not later than June 30, 2015.

Any policy incorporated into this Article (19.5) shall substitute for and nullify all language in Article 17.6, except for the first sentence of that paragraph which shall be retained.

ARTICLE 20
SPECIAL OR EMERGENCY LEAVES

20.1 The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement, including for the birth or adoption of a child. Leaves, and the desired terms of the leaves, should be requested in writing by a Faculty Member and granted if supported by the Academic Unit Head, Dean or Library Administrator, and Provost. The terms and conditions of such leaves shall be mutually approved by the Faculty Member and the Administration. Requests for such leaves will not be unreasonably denied.

ARTICLE 21
RIGHTS AND DUTIES OF THE AAUP AS AGENT

21.1 The University and the AAUP recognize that each has responsibility for the administration of this Agreement.

21.2 The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of AAUP membership, nor shall any attempt be made to discourage membership in the AAUP.

21.3 Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees and/or professional associations.

21.4 The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.

21.5 The AAUP shall have the right to deposit moneys with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

21.6 The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

21.7 On or before April 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the following academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member

shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.

21.8 The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to Faculty representatives to the Board.

21.9 During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant, and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to exclude the providing of raw data.

21.10 The University will continue to provide the AAUP with access, as mutually agreed, to the employee data base pertaining to current status (initial appointments, terminations, salaries, leave status, email addresses and change of membership) of all members of the Bargaining Unit. These data shall be provided on or before August 15th, December 15th, February 15th, and April 15th of each year.

21.11 The University will pay all costs of printing and binding copies of this Agreement. The number of copies will be determined jointly, and distribution will be shared by the University and the AAUP.

21.12 The University will continue to provide the AAUP with access, as mutually agreed, to student enrollment data as prepared by the University Registrar.

21.13 During the term of this Agreement, the AAUP may use without charge from the University, long-term office space, network access, telephone, copying and printing facilities having a total value of no more than seventy-five thousand dollars ($75,000), as determined by the University's standard charging practices, reduced by one-half of the printing and binding costs incurred under Section 21.11 above. AAUP office space will be accessible to all members of the Bargaining Unit including disabled Faculty Members, will be on

West Campus, and may be relocated by the University only after notice and discussion with the AAUP. The University will not deduct, from the seventy-five thousand dollars ($75,000) specified above, more than eight thousand two hundred dollars ($8,200) per year for the use of the AAUP office space. The Office of Labor Relations will assist the AAUP with keys and access to technology, when necessary.

ARTICLE 22
UNION DUES CHECK-OFF AND FAIR SHARE FEES

22.1 **Fair Share.** The Union shall fairly represent all employees covered under this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall, within sixty (60) days of employment or within sixty (60) days of the effective date of this Agreement (whichever is later), either execute a union membership and payroll dues deduction form or shall have a fair share fee deducted from their payroll checks. Thereafter, not later than the first day of the month following fifteen (15) days' notice of a fair share fee payer's execution of a union membership card, the University shall put into effect the appropriate dues rate and deduction.

On or before December 31 of each year the Union shall submit to the University an Affidavit of an officer of the Union which specifies the amount constituting the fair share fee for the next twelve (12) months, which amount shall not exceed the dues uniformly required of members of the Union. The Affidavit shall describe the rationale and method by which the fair share fee was calculated, and shall include a copy of an independent audit obtained by the Union providing the basis for the calculation of the fee. The Affidavit shall certify to the University that a notice concerning the calculation of fair share payments has been distributed to non-members and shall include a copy of such notification. Following receipt by the University of the Union's affidavit, if the University agrees with the Union's fair share fee calculations and procedures, the University shall adjust the amount of the established fair share fee in accordance with the information provided in the Union's Affidavit, effective with the next paycheck due to members of the Bargaining unit, no sooner than ten (10) days following receipt of the Union's Affidavit. If the University disagrees with the Union's fair share fee calculations or procedures, it shall request additional information and/or modification of the calculations and/or procedures. When the University is satisfied that the calculations and/or procedures are proper it shall adjust the amount of the established fair share fee in accordance with the Union's Affidavit, effective with the next paycheck due to members of the bargaining unit no sooner than ten (10) days following receipt of the Union's Affidavit. If the University and the Union cannot agree on the calculations and/or procedures, the matter will be submitted to binding arbitration in accordance with the arbitration provisions of this contract. Upon

receipt of the arbitrator's decision, any adjustments will be made effective with the next paycheck due to members of the bargaining unit. If an employee exercises his or her rights under the Ohio Revised Code 4117.09(c), or otherwise, to object to the payment of a fair share fee based on religious grounds, the AAUP shall inform the employee of his/her rights to seek a ruling on any religious objection using procedures adopted by AAUP for that purpose. Such procedures shall allow for arbitration of any religious objection, and the option of payment of an amount equal to the fair share fee to a charity agreed upon by the AAUP and the employee if the objection is sustained.

22.2 **Dues Deduction.** In equal monthly installments, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction and the established fair share fee from each non-member. These deductions shall be transmitted to the Union no later than the tenth (10th) day of the following month, together with an alphabetized list of all employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from August 15 preceding the date of its delivery to the University by the Union, or until the employee moves into a classification not represented by the Union or employment is terminated (whichever occurs sooner). This authorization shall be automatically renewed each August 15 thereafter and shall be irrevocable for said periods of one (1) year unless written notice revoking such authorization is given to the University by the Union between July 15 and August 7.

22.3 The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.

22.4 In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP, and a refund, if appropriate, shall be made by the AAUP.

ARTICLE 23
RELEASED TIME

23.1 The University shall grant up to twenty-eight (28) semester hours, or nine (9) semester courses for Faculty Members, or equivalent duties for Librarians in each academic year covered by this Agreement for use by: the President of the UC Chapter, AAUP; the Chairperson of an AAUP standing committee, provided, however, that no more than two such chairpersons shall have released time in any given semester; the Chairperson of the Associates Council; members of contract mandated committees; and, in those academic semesters during which negotiations are scheduled, any member of the AAUP Negotiating Team. Released time must be requested with at least twenty-one (21) days' notice by communication from the President of the AAUP to the University Contract Administrator.

23.1.1 In the event that the grant of release time under Article 23.1 necessitates the hiring of an adjunct faculty member in order to teach courses that would have otherwise been assigned to one of the above-listed AAUP officers, the Academic Unit affected by the release may request reimbursement from the AAUP for the compensation (including benefits) paid to the adjunct faculty member during such release time. The amount reimbursed by the AAUP shall not exceed $30,000 in total for all requests submitted under this sub-section in a given academic year.

To facilitate payment, the appropriate accounting office will provide the AAUP with the following information:

1. The applicable University payroll/time reporting form for the period of time for which the Academic Unit is seeking reimbursement;
2. A breakdown of the costs being billed; and
4. An assigned invoice number and billing date.

The Academic Unit shall make the request from the AAUP for reimbursable release time on a semester basis, not less than 15 days after the start of the applicable semester. Reimbursement by the AAUP shall be made no later than sixty (60) days from the date of submission of all necessary information.

23.2 The Dean or appropriate administrator will be informed of the request by the University Contract Administrator. The specific details of the release from teaching or library duties will be worked out between the individual requesting released time and the Dean or appropriate administrator. However, no one Bargaining Unit member should be released from more than one (1) course per semester or equivalent duties for Librarians for the reasons listed in this Article. Approval of the Dean or appropriate administrator must be obtained as to the particular teaching or library duties from which the Faculty Member is to be released.

23.3 When it is mutually advantageous to an individual and an Academic Unit, college, or library system, a Bargaining Unit member may be released from regular duties and assigned special duties in connection with specific research, scholarly, or unit/college/library projects. Bargaining Unit members, Academic Unit Heads, or Deans may initiate a request for Special Duty Assignment; however, in any case, all parties must agree that the proposed assignment is mutually advantageous.

ARTICLE 24
FACULTY DEVELOPMENT

For the period July 1, 2013 through June 30, 2014, Article 24 as established in the 2010-2013 Collective Bargaining Agreement will be applicable. Effective July 1, 2014, Article 24 and Memorandum of Understanding Nos. 5 and 14, as they existed in the 2010-2013 Collective Bargaining Agreement, will be void and the following language becomes applicable.

24.1 The Role of the University in Professional Development of Faculty.

The purpose of faculty development programs and opportunities is to improve the quality of the teaching, service, scholarship and leadership throughout the University by assisting and inspiring Faculty to reach their full potential.

A successful faculty development approach will support institutional priorities as well as those that are unique to individuals, academic programs, and colleges. As a means toward these stated goals, the AAUP and the University encourage Faculty participation in activities sponsored by professional organizations, including, but not limited to: attending, or presenting papers, or moderating panels at professional conferences and meetings; membership and active participation in professional organizations related to an individual Faculty's discipline; adapting to changing technologies and new pedagogical developments; participating in general meetings, seminars, and workshops that support faculty development goals; and attending or participating in performances, exhibitions, or other events in support of professional development.

Of critical importance to all is that the engagement in faculty development endeavors result in qualitative enrichment of the individual, the unit, and ultimately the University.

24.2 Distribution of College Faculty Development Funds.

Consistent with criteria, guidelines and policies developed by the Provost's office, each College will establish a committee to review, approve or reject, and distribute monies for the awards described under Article 24.3.1. Each committee shall be composed of an equal number of administrators or other persons appointed by the Dean and Faculty Members elected by the Faculty Members of the

College. In the event of a tie vote on a particular application, the Dean will make the final decision on the disposition of that application.

24.2.1 Library Faculty Library Faculty from all colleges and from University Libraries shall compose a single College, and the role of Academic Unit Head shall be filled by the appropriate Library Administrator.

24.3 Professional Development Award Types.
The University shall provide funding under this Article to support the following types of faculty development.

24.3.1 Awards Evaluated at College Level.

A. Discipline-Based Opportunities Fast Track
This award is for expenses related to any conference (to participate, present, moderate or attend), event, or opportunity, at the local, state, regional, national, or international level, in support of a Faculty Member's professional development for requested amounts of $2,500 or less. Applications under this subsection must come to the College with prior approval from the applicant's academic unit. Applications cannot precede the activity in question by more than six (6) months. There is a maximum of one (1) funded application per Faculty Member per academic year under this subsection.

B. Hardware, Software and Other Supporting Materials for Professional Development Fast Track
This award provides funding for hardware and/or software purchases or other supporting materials which support professional development for requested support amounts of $500 or less. Applications under this subsection must come to the College with prior approval from the applicant's academic unit. There is a maximum of one (1) funded application per Faculty Member per academic year under this subsection.

C. Disciplinary or Extra-disciplinary Professional Development Opportunities: Full Review
For expenses related to any conference (to participate, present, moderate or attend), event, or opportunity, at the local, state, regional, national, or international level, in support

of a Faculty Member's professional development for requested amounts of more than $2,500. Applications may also be made under this subsection for events which aid in the development of knowledge, skills, and abilities associated with extra-discipline learning and training to support professional development of an individual's teaching, leadership, or scholarly activity. The maximum amount of this award is $4,000. Applications under this subsection must come to the College with prior approval from the applicant's academic unit. There is a maximum of one (1) funded application per Faculty Member per academic year under this subsection.

24.3.2 Awards Evaluated at Provost Level.

A. Collaborative or Interdisciplinary Professional Development Awards.

Applications receiving awards under this section are for Faculty teams leading projects including, but not limited to, innovation and implementation of University, college, or Academic Unit strategies. These projects may involve collaborations with external or internal agencies, organizations, student groups, or individuals. The primary benefit or outcome must be faculty development, and the primary beneficiaries must be Faculty Members and the University. The maximum amount of this type of award is $20,000 for a maximum of one funded application per team or project per year.

B. Group Professional Development Awards.

For the purposes of this type of award, a group may be an Academic Unit, a Faculty program to implement UC strategies, a Faculty task force or committee, or any appointed or elected group of Faculty whose purpose is to provide professional development to Faculty for teaching, scholarship, or leadership. Groups have the option of contracting with Universal Providers or other internal or external providers of skills and knowledge in support of professional development. The primary benefit or outcome must be faculty development, and the primary beneficiaries must be Faculty Members and the University. The maximum amount of this type of award is $20,000 for a maximum of one funded application per unit per year.

24.3.3 Universal Provider Professional Development Opportunities.

As part of its comprehensive faculty development approach, the University shall provide faculty development programs through all-university access programming organized by Universal Providers. Universal Providers are university-established initiatives or agencies including, but not limited to, Instructional Research and Computing (IRC), the Center for Enhancement of Teaching & Learning (CETL), the University of Cincinnati Libraries, or agencies established at branch campuses. No funding for the regular fiscal operating budget of these units, including but not limited to salaries, is provided by the monies allocated under this Article.

Funding for Universal Providers shall be separate from the funding identified in section 24.6 and 24.7 below and shall be no less than $225,000 in each of the latter two years of this Agreement.

24.4 Funding Restrictions and Intended Use.

The monies allocated under this Article are not a substitute for University investment in its basic academic infrastructure, and nothing in this Article shall be construed to imply that the University's financial commitments under Article 30 ("Institutional Responsibilities") are fulfilled by this Article, or that funds for basic academic infrastructure referenced in Article 30 should be used in order to fund activities described in this Article.

24.5 Unspent Award Monies.

Any professional development funds under this Article that remain undistributed at the end of each contract year will be returned to the Provost's office to be used at the Provost's discretion on other faculty development endeavors. Any unspent money under this Article at the end of the 2013-2014 academic year will be returned to the Provost's office for similar purposes.

24.6 Funding for 2014-2015 and 2015-2016.

The University shall provide not less than $500,000 in each of the last two years of this contract to be allocated toward awards as described in Article 24.3. In each of those years, $80,000 of those funds will be used for awards handled by the Provost under section 24.3.2 above. The remainder will be distributed to each college on

a pro-rata basis based on the number of full-time bargaining unit members each college has as of August 15 of that year.

24.7 Funding for Additional Faculty Development Endeavors.
In each of the last two years of this contract, $275,000 will be allocated for additional faculty development endeavors to be identified and funded at the complete discretion of the Provost, with input from the Faculty Senate.

24.8 Reporting.
For the latter two years of this agreement, by August 15 of each year, the Provost's office will provide a report to the AAUP summarizing the funding of awards and other endeavors under this Article for the previous academic year. Such reports will include, at a minimum, the name of the faculty member funded, his/her department and college, the type of award funded, and the amount awarded.

24.9 Appeals.
Decisions to fund or not fund applications under this Article are not grievable.

24.10 Implementation.
The Provost's office will have criteria, guidelines and policies under this Article developed and distributed to the colleges and faculty no later than August 15, 2014.

ARTICLE 25
ACADEMIC LEAVE

25.1 **Academic Leave.** The following provisions shall govern academic leave for Faculty Members except sections 25.1.3.3 through and 25.1.3.5, which apply exclusively to Librarians.

25.1.1 Academic leave is one of the primary means through which professional development can be encouraged and cultivated for Faculty Members. Academic leave may be granted by the Provost, for purposes of promoting individual Faculty development that promises to serve the academic interests of the University. Academic interests here mean promotion of excellence in the production and/or dissemination of knowledge. The granting of academic leaves shall not be determined solely by financial considerations.

The number of academic leaves approved during the 2012-2013, 2013-2014, and 2014-2015 academic years (for leaves to be taken during the 2013-2014, 2014-2015, and 2015-2016 academic years) shall, each year, not exceed ten percent (10%) of the Bargaining Unit.

25.1.2 **Filing of Leave Request**. Except in emergency or unusual cases, Faculty Members applying for academic leave shall file requests at the Academic Unit level, or with the Library Administrator, by October 31 of the year preceding the academic year in which the proposed leave will occur. The specific leave option must be indicated in the October 31 request and may be changed after that time only at risk of disapproval.

25.1.3 **Guidelines for Academic Leave Applications**. Applications for academic leave shall include a plan for use of the time, and rationale that is consistent with the academic interests of the University as defined in Subsection 25.1.1.

All applications shall be submitted electronically on a standard form to be created and published by the Provost. The form and its contents will also be consistent with the same academic interests that have been found in Subsection 25.1.1. The form is intended to make application

and evaluation for leave more consistent across the University and over time. The form may not introduce or expand criteria for evaluation. Failure to use and adhere to the standard form's requirements may result in denial of the leave request.

25.1.3.1 Applications for academic leave for Faculty Members shall be discussed and evaluated by Academic-Unit-level Faculty Members (and also, for the College of Medicine only, adjunct, affiliated and volunteer Faculty) according to the following guidelines.

(a) Each Academic Unit shall democratically determine how its review will be conducted, including whether there shall be separate recommendations from the Academic Unit faculty and the Academic Unit Head, or whether there shall be a single recommendation from the Academic Unit written by the Academic Unit Head with input from the Academic Unit faculty.

(b) Academic unit level discussion shall address means of implementation of the leave as regards the applicant's teaching responsibilities and supervision of students.

(c) Evaluative criteria shall include the quality of the proposal and its potential contribution to the applicant's professional development and academic performance.

(d) The applicant's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

25.1.3.2 The evaluations and recommendations of the Academic Unit faculty and/or Academic Unit Head shall be submitted to the Dean or appropriate administrator, who shall forward all of them, with his or her recommendation, to the Provost. A Faculty Member shall have the right to withdraw a request for academic leave at any time.

25.1.3.3 Applications for academic leave for Librarians shall be discussed and evaluated by the Librarians RPT Committee prior to the Library Administrator's recommendation and according to the following guidelines.

25.1.3.4 The Librarians RPT Committee shall review and evaluate in a timely manner all applications for academic leave. Evaluative criteria employed shall include the quality of the proposal, and its potential contribution to the applicant's professional development and job performance. The applicant's choice of leave option shall not prejudice or adversely affect the evaluation of the application.

25.1.3.5 The Librarians RPT Committee shall submit a recommendation on all leave applications to the appropriate Library Administrator. The Library Administrator shall forward to the Dean or Provost, as appropriate, all requests for academic leave with his or her recommendation. A Librarian shall have the right to withdraw a request for academic leave at any time.

25.1.3.6 Negative recommendations shall be in writing, and shall include the rationale for the denial. The applicant shall be copied on any negative recommendation.

25.1.4 Academic Leave Options. After six years of full-time service, Faculty Members may take academic leave according to the following options:

25.1.4.1 A leave of two (2) semesters at one half (50%) academic base salary; or, for those Faculty Members whose service consists of 12-month contracts, a leave of one (1) year at one half (50%) academic base salary.

25.1.4.2 A leave of one (1) semester at full academic base salary. Faculty Members on 12-month contracts may take six (6) months of academic leave, consecutive or otherwise, at full academic base salary.

25.1.4.3 A leave of four (4) months (as appropriate to the Academic Unit), consecutive or otherwise, at full academic base salary.

25.1.4.4 Total leave time must be completed before eligibility for future leaves shall begin to accrue.

25.2 Guidelines for Academic Leaves.

25.2.1 Upon completion of the academic leave, the Faculty Member shall submit to the Academic Unit Head or appropriate administrator and Dean, a written summary detailing attainments in relation to the proposal and assessing the leave in terms of professional development. Individuals are expected to share with colleagues (e.g., through seminars, exhibitions, performances, report to Academic Unit Faculty, etc.) their accomplishments during the academic leave.

25.2.2 A person granted leave shall not, except by permission of the Board on recommendation of the President, accept additional remuneration (including, for example, pay for employment outside the University, consulting fees, administrative stipends, pay for overload teaching, and extra compensation from grants) during the leave period beyond the base salary paid him or her by the University; however, a Faculty member may receive honoraria, prizes, awards, or stipends associated with honorary fellowships (such as Fulbrights and Tafts), provided such stipends do not constitute fees for service.

25.2.3 A person on leave shall receive any salary increase, promotion, or indefinite tenure which would have been received had the person remained in residence.

25.2.4 Except where an earlier retirement is approved by the Administration, all leaves shall be granted on the condition

that recipients are obligated to return to the University for at least one academic year immediately following the period of leave.

25.2.5 A person on academic leave shall receive all benefits to which he or she would have been entitled if not on leave. All benefits which are based on salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on leave. Contributions for retirement shall be based on the percentage of academic base salary paid by the University during the leave. If full academic base salary is not paid, the Faculty Member may at his or her option raise all salary-based benefits, except retirement, to their full level upon payment by the individual of the costs thereof. Retirement contributions may be raised to their full level, subject to restrictions of the appropriate retirement plan. Payment arrangements must be made with the Benefits Division.

ARTICLE 26
PROFESSIONAL LEAVE

26.1 Professional Leave. Professional Leave without pay may at times be beneficial to both the individual and the University.

26.2 Guidelines for Professional Leave.

26.2.1 Filing of Leave Request. Faculty Members may at any time request a Professional Leave of absence without pay from one semester to one full academic year to participate in work in the field of education, research, or other professional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may continue through a second year. Leave requests shall be submitted in writing to the Academic Unit Head at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the Academic Unit Head and subject to the concurrence of the Dean or administrator, a leave of absence without pay may be granted by the Provost. The Dean or administrator shall notify the Faculty Member of the Provost's decision within fourteen (14) days after the Provost's receipt of the request. Extensions of Professional Leave shall be handled in a similar manner.

26.2.2 The request for Professional Leave submitted to the Academic Unit Head shall indicate the reasons, if any, why the semesters of Professional Leave should be counted toward those semesters needed to qualify for Academic Leave. Notification from the Dean or administrator that the leave has been granted shall also advise whether the semesters of professional leave may be counted toward qualifying for Academic Leave.

26.2.3 A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of

signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. A person on Professional Leave shall have the right to use University facilities and to apply for Academic Unit funds or funds from other University sources under the same conditions as if the person were not on leave.

26.2.4 A Faculty Member on Professional Leave shall receive all benefits, except retirement, to which he or she would have been entitled as if the person were not on Professional Leave, unless these are provided through the circumstances of the leave. All benefits which are based on salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on Professional Leave. The continuation of salary-based benefits is upon payment by the individual of their portion of the costs. Payment arrangements must be made with the Benefits Division.

ARTICLE 27
GOVERNANCE OF THE UNIVERSITY

27.1 The variety and complexity of tasks performed by institutions of higher education produce an interdependence among constituent elements of the University. Adequate communication is therefore essential, and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility for governance will take a variety of forms, as situations require. Initiative may emerge at one time or another from all institutional components, and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element. Shared responsibility for governance is based upon mutual trust and respect for diverse interests and perspectives and is an iterative and consultative process. To be effective, shared governance clearly defines roles, scope of authority, and responsibility for decision-making among faculty governance bodies and university administrators. Effective shared governance also requires joint responsibility for timely implementation.

27.2 The Rules of the Board recognize the Faculties of the colleges and other units, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students (including, but not limited to, articulation and scholarship agreements with other institutions), the courses of instruction to be offered, grading policy, recommendations for degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited by, the provisions below:

27.2.1 The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.

27.2.2 Each college Faculty shall have the right to advise, aid, and counsel the Dean of the college on matters affecting the college and the University, and shall be given sufficient time

to do so. Each college Faculty may elect a Faculty committee to exercise the powers of the college Faculty in the interim between its meetings.

27.2.3 Each unit shall have the right to advise, aid, and counsel the unit head on matters affecting the unit, college, and University and shall be given sufficient time, in such matters, to do so. The unit may, at its option, have an elected committee to exercise the powers of the unit in the interim between its meetings.

27.2.4 If a question arises as to whether a matter is a unit, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.

27.2.5 The Faculty shall have a voice through Faculty representatives elected for that purpose at the unit, college, and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly, Faculty representatives elected for that purpose shall have a voice at the unit, college, and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

27.2.6 The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.

27.2.7 With respect to Faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the Faculty which shall have the right to advise the President and the Vice Presidents. Appropriate released time will be arranged for the chair of the Faculty Senate.

27.2.8 Well in advance, but at least ninety (90) days before the final budget recommendation of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial

information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

27.2.9 Librarians shall have the right to advise, aid, and counsel the appropriate library administrator, supervisor, or head on matters affecting the unit, department, library and library systems, and University and shall be given sufficient time, in such matters, to do so. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The Librarians in each library system may, at their option, have an elected committee to exercise the powers of the Librarians in the interim between their meetings.

27.2.10 It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

27.3 Shared governance mechanisms at the college, library system, and university levels will be established, reflecting the principles outlined in 27.1 and 27.2.

ARTICLE 28
RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

28.1 Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of Faculty (which, as used in this Article, is defined as termination of tenured Faculty or termination of untenured Faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the ten (10) days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board, and the Board shall not accept recommendations from either party, until thirty (30) days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) days after the giving of any additional data the AAUP may have requested as provided above. Discussions by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of Faculty may not take place until the formal declaration of financial exigency has been made by the Board, which must include a statement of the amount of money needed to relieve the exigency.

28.2 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP. All appointments shall be made within ten (10) days after the formal declaration of financial exigency. If such appointments have not been made within such a ten (10) day period, the members of the Committee who have been named within the ten (10) days shall constitute the Committee and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) days within which to develop recommendations unless such time is extended by the Board.

28.3 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

28.3.1 The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

28.3.2 Before retrenchment of Faculty, budgets shall be cut or activities eliminated or reduced that (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.

28.3.3 When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

28.3.4 Before the final recommendations are made with respect to the termination of Faculty, the Committee shall first notify the Faculty Members in each Academic Unit to be affected and shall consider alternate solutions which that Academic Unit may propose for effecting an equivalent reduction in its budget.

28.3.5 As to order of retrenchment, in the event that retrenchment of Faculty is necessary:

28.3.5.1 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time Faculty Members shall be released before any full-time, non-tenured Faculty Member is

released, unless this would result in a serious distortion of the academic program in which the part-time or fulltime, non-tenured Faculty Members are engaged. Part-time and full-time, non-tenured Faculty Members shall be released before any full-time, tenured Faculty Member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured, and full-time, tenured Faculty Members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time Faculty Member or part-time Faculty Member, preference shall be given to the full-time Faculty Member, unless the part-time Faculty Member's contribution is necessary to the educational program of the Academic Unit and cannot be provided by a full-time Faculty Member.

28.3.5.2 If the recommendation does not involve the discontinuation of a program, Academic Unit, or college, but would result in the termination of tenured Faculty Members and the retention of non- tenured Faculty Members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program from which the tenured Faculty Members are released.

28.3.5.3 If a recommendation involves the discontinuation of a program, Academic Unit, or college, the Committee shall investigate at least those issues listed in Subsection 29.5 of Article 29, Termination Because of Discontinuation of a Program, Academic Unit, College, or Library, of the program, Academic Unit, college, or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such

reasons shall include statements regarding each of the issues listed in Subsection 29.5 of Article 29.

28.3.5.4 Anything in this Article to the contrary notwithstanding:

a) Non-tenured Faculty Members in a particular discipline shall be laid off before tenured Faculty Members in that discipline.

b) The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.

c) The termination of a non-tenured or part-time Faculty Member shall not be required if his or her salary is wholly paid by restricted funds.

28.4 The Committee shall present its recommendations to the Board in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by at least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations, then the majority recommendation shall include at least one alternative method of relieving the exigency.

28.5 The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in Subsection 28.4.

28.6 The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the

majority or minority of the Committee, but only at a public meeting at which Faculty Members and students may present their views. Faculty Members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Subsection 28.3. A recommendation as to Faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

28.7 The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by Subsections 28.2 and 28.4 and within the time period specified in Subsection 28.2, or the next to the last sentence of this Subsection 28.7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as per Sub-section 28.2, the Board shall have the right to act on its own initiative as to Faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in Subsection 28.3 and shall, in any case, conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committee which shall then have thirty (30) days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

28.8 A terminated Faculty Member shall have the right of review by the Grievance Committee as to whether the criteria and principles of Subsection 28.3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.

28.9 If the appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the Faculty Member has tenure but has not been a Faculty Member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen (18) months) if the member has been a Faculty Member at the University for ten (10) or more years; provided, nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the Faculty Member has most recently been appointed.

28.10 Before retrenchment of Faculty because of financial exigency, the University shall endeavor to place the affected Faculty Member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured Faculty Member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service, unless the position is first offered to that Faculty Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A Faculty Member thus recalled shall be recalled with full tenure. The University may not fill a position in the discipline in which a non-tenured Faculty Member who has been terminated is qualified to teach for a period of two (2) years from the date of termination of service unless the position is first offered to that Faculty Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A Faculty Member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

28.11 In the event of a conflict between the provisions of this Article and the provisions of any other Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.

28.12 A vacancy in the Financial Exigency Committee shall be promptly filled by the party which made the original appointment.

28.13 Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of Librarians (which, as used in this Article is defined as termination of Librarians on tenure or of Librarians during the period of their appointment).

28.13.1 Subsections 28.3.5.1, 28.3.5.2 and 28.3.5.4 of this Article shall not apply to Librarians. In the event that retrenchment of the Librarians is necessary the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred, or reassigned to fill a professional vacancy created by financial exigency. Volunteer workers shall not be assigned professional tasks and shall not fill a professional vacancy created by Financial Exigency. Part-time Librarians shall be released before full-time Librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library.

28.13.2 Subsection 28.10 of this Article shall not apply to Librarians. The University may not fill the position of a Librarian on tenure who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that Librarian and he or she is given at least thirty (30) days to decide whether to accept or decline it.

ARTICLE 29
TERMINATION BECAUSE OF DISCONTINUATION OF A PROGRAM, ACADEMIC UNIT, COLLEGE, OR LIBRARY

29.1 Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, Academic Unit, or college, and that such discontinuation necessitates the termination of Faculty Members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those Faculty Members in the program, Academic Unit, or college which the Administration proposes to discontinue, to the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

29.2 The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.3 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the Faculty Members in the program, Academic Unit, or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) days the Senate shall select a committee with full authority to consider the Administration's recommendation. This Committee shall consist of five (5) Faculty Members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the Committee. In addition, the Faculty Members in the program, Academic Unit, or college proposed for discontinuation shall have right to select one non-voting member to

the Committee who shall be outside of such program, Academic Unit, or college.

29.4 Before final recommendations are made with respect to the discontinuation of a program, Academic Unit, or college, the Committee shall consult with the Faculty Members in the program, Academic Unit, or college proposed for elimination.

29.5 The Committee shall investigate at least each of the following issues:

29.5.1 the historical role and contributions of the program, Academic Unit, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;

29.5.2 the dependence of other programs in the University on the program, Academic Unit, or college proposed for discontinuation;

29.5.3 duplication elsewhere in the University of courses, research, or services offered through the program, Academic Unit, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;

29.5.4 arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;

29.5.5 stature of Faculty in the program, Academic Unit, or college, and stature of alumni who have been graduated from the program, Academic Unit, or college, and possible consequences to the academic stature of the University through discontinuation;

29.5.6 the profile of ages, periods of service, and tenure status of members of the Faculty within the Academic Unit and an estimate of their possible usefulness elsewhere within the University; and

29.5.7 possible arrangements for planned phasing out of the program, Academic Unit, or college as an alternative to abrupt discontinuation.

29.6 The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable.

29.7 The Faculty Senate shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the Committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.

29.8 Should the Administration recommend the discontinuation of a program, Academic Unit, or college, but should this discontinuation not be effected as required in Subsection 29.7, the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, Academic Unit, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.

29.9 Should discontinuation of a program, Academic Unit, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate Faculty Members in the first phases insofar as possible. Part-time Faculty in a program, Academic Unit, or college which has been discontinued shall be released before full-time non-tenured Faculty unless this would result in a serious distortion of the academic program. Non-tenured Faculty Members in a program, Academic Unit, or college which has been discontinued shall be released before tenured Faculty Members in that program, Academic Unit, or college are released.

29.10 If an appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the Faculty Member has most recently been appointed. A tenured Faculty Member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured Faculty Member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.

29.11 Before terminating a tenured Faculty Member or a non-tenured Faculty Member prior to the end of a period of appointment because of discontinuation of a program, Academic Unit, or college, the University shall endeavor to place the affected Faculty Member in another suitable position in the University. If placement in another position would be facilitated for a tenured Faculty Member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.10 above) such training will be offered. Such training shall take place within the notification period referred to in Subsection 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.

29.12 If an appointment is terminated before the end of the period of an appointment, or if a tenured Faculty Member is terminated because of the discontinuation of a program, Academic Unit, or college, the University may not fill a position in a discipline in which a released Faculty Member is qualified to teach for a period of two years from the date of termination of service if the Faculty Member is untenured, or for a period of five years from the date of termination of service if the Faculty Member is tenured, unless the released Faculty Member has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A tenured Faculty Member thus recalled shall be recalled with full tenure rights.

29.13 A Faculty Member may appeal a proposed relocation or termination resulting from the discontinuation of a program, Academic Unit, or college, pursuant to this Article and shall have the right to a full hearing by the Grievance Committee, subject to ultimate review by the Board.

29.14 Should the Administration make the judgment, based on the recommendation of the Library Administrator, that the long-range service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a Librarian(s) with tenure or of a Librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the Librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

29.15 The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.16 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the Librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by Librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the Committee and the Librarian(s) in the library proposed for discontinuation may select one non-voting member to the Committee.

29.17 Before final recommendations are made with respect to the discontinuation of a library, the Committee shall consult with the

Faculty Members in the Academic Unit or college affected by the discontinuation of the library.

29.18 The Committee shall investigate at least each of following issues:

29.18.1 the historical role and contributions of the library in the library system's mission, the circumstances which may have altered that role, and the uniqueness of the collection;

29.18.2 the dependence of Academic Units and/or other libraries on the services of the library proposed for discontinuation;

29.18.3 the profile of ages, length of service, and terms of appointment of the Librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

29.18.4 stature of the library and possible consequences to the academic stature of the University through discontinuation; and

29.18.5 possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.

29.19 The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Librarians who are members of the Bargaining Unit. In this final recommendation, the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable. The Librarians who are members of the Bargaining Unit shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties

shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the Committee or the Librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

29.20 Should discontinuation of a library be effected, normal attrition should be used to terminate Librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before Librarians in that library who hold tenure.

29.21 If an appointment is terminated, the Librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the Librarian has most recently been appointed. A Librarian with tenure with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A Librarian with tenure with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.

29.22 Before terminating a Librarian holding tenure or a non-tenured Librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected Librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a Librarian holding tenure by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.21 above) such training will be offered. Such training shall take place within the notification period referred to in Subsection 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.

29.23 A Librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the Grievance Committee subject to ultimate review by the Board.

29.24 If an appointment is terminated before the end of the period of an appointment, or if a Librarian with tenure is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a Librarian who has been released for a period of two (2) years from the date of termination of service if the Librarian is on a term appointment or for a period of five (5) years from the date of termination of service if the Librarian has tenure, unless the released Librarian has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A Librarian with tenure thus recalled shall be recalled with full rights of tenure.

ARTICLE 30
INSTITUTIONAL RESPONSIBILITIES

30.1 An adequate working environment and supporting services promote effective teaching, learning, and research. Therefore, within the limit of available resources:

30.1.1 Adequate Facilities. The University shall make a good faith effort to provide to each Faculty Member space and facilities adequate for effective and safe teaching, research, advising, and all other activities necessary to his or her academic discipline.

30.1.2 Libraries. The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to the Faculty and student needs consistent with standards of quality recognized at a national level.

30.1.3 Supplies and Equipment. The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.

30.1.4 Student Financial Aid. The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.

30.1.5 Support Personnel. The University recognizes the need for adequate budgets for support personnel providing services within Academic Units. The University shall make good faith efforts to improve these budgets of the Academic Units.

30.1.6 Parking, Dining, Meeting Space. The University shall endeavor to provide a reasonable environment to Faculty and Librarians in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria service and a separate Faculty dining room; (3) no discriminatory food surcharges; (4) substantial Faculty involvement in the decision to renew food service contracts to vendors serving Faculty in the Faculty dining room area; and (5) adequate meeting rooms.

30.2 The Office of the University Ombuds is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. Upon receiving a complaint from a Faculty Member, the Ombuds will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Ombuds will present a complete report to the President detailing the nature and resolution of each complaint related to this Article. A copy of this report will be sent to the AAUP.

ARTICLE 31
ACADEMIC UNIT HEADS

31.1 **Nomination Process**. Academic Unit Heads serve at the pleasure of the Board and are subject to appointment and reappointment upon the recommendation of the President. Nominations to the President shall be made through the Provost, by the Dean (unless the Dean is the Academic Unit Head) or appropriate administrator, following consultation with an ad hoc committee.

The ad hoc committee shall be composed of Faculty from the Academic Unit concerned and related Academic Units. There may also be up to two (2) students from the Academic Unit on the ad hoc committee. Faculty from the Academic Unit, democratically chosen by the Academic Unit, shall constitute a majority of the committee. Other ad hoc committee members may be named by the Dean.

The Academic Unit Head appointed must have an academic title and rank and must be mutually acceptable to the Dean and the ad hoc committee. Academic Unit Heads shall be appointed according to a term designated by the by-laws of the college but to be not less than three (3) nor more than seven (7) years. Academic Unit Heads shall undergo administrative performance review in the penultimate year of each term of appointment.

31.2 **General Areas of Responsibility**. Academic Unit Heads, and those serving in an acting capacity, serve by empowerment of the Faculty and designation by the Dean or administrator to represent the Faculty and college administration--each to the other--and to the University community. Responsibility, thus, to both the Dean and Faculty, includes:

31.2.1 leadership in the development of the Academic Unit's particular mission within the academic mission of the college;

31.2.2 leadership and advocacy of its academic programs in the pursuit of educational excellence;

31.2.3 leadership in promoting the selection and retention of an outstanding and diversified Faculty;

31.2.4 leadership in the promotion of Faculty development that includes provision of adequate resources for colleagues' professional growth and annual Faculty performance review meetings with all the Faculty. If size and scope of the Academic Unit necessitate, the Academic Unit Head, with approval of the Dean or administrator, may delegate this responsibility to another academic administrator within the unit;

31.2.5 leadership in academic governance, including especially the collaborative development of appropriate procedures for governance within the Academic Unit (*e.g.*, policies and procedures regarding RPT, leaves, long-range planning, curriculum development, program review, and distribution and utilization of resources);

31.2.6 leadership in promoting a climate where both the spirit and letter of affirmative action prevail;

31.2.7 involvement in personal professional development and scholarship, including the development of necessary administrative skills and knowledge (*e.g.*, administrative leadership workshops);

31.2.8 management and oversight of the Academic Unit's budget (all funds), class schedules, course offerings, teaching assignments and staff;

31.2.9 implementation of appropriate provisions of the UC/AAUP Agreement, University Rules, and college bylaws (the AAUP and the University will consult in the design and implementation of contract compliance training of Academic Unit Heads).

31.3 **Administrative Performance Review.** The administrative performance of Academic Unit Heads shall be reviewed periodically as per Subsection 31.1 above. Not later than the end of the penultimate year of an incumbent's term, a review of the Academic Unit Head's performance shall be undertaken which assures appropriate participation by Faculty in the Academic Unit. The processes and specific criteria for administrative performance review shall be established for each college by an elected Faculty committee in consultation with and subject to the approval of the

Dean or appropriate administrator. The process and timetable for administrative performance review of Academic Unit Heads shall be published in order to assure opportunity for every member of the Faculty in the Academic Unit to contribute.

31.4 **Removal.** An incumbent Academic Unit Head may be removed because of inadequate administrative performance. A removal decision shall be communicated immediately by the Dean or appropriate administrator to the Faculty of the Academic Unit involved and the individual prior to formal removal.

ARTICLE 32
ARBITRATION

32.1 In accordance with the requirements of Section 32.3, this Article shall apply to the interpretation, application, or alleged violations of any of the following provisions of the Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 2, Academic Freedom; Article 4, Discrimination; Article 8, Grievance Procedures; Article 9, Disciplinary Procedures; Article 10, Compensation (except as to the distribution within colleges and library jurisdictions of any merit increases); Article 12, Minimum Salaries; Article 13, Overloads, Extra Compensation; Article 14, Academic Unit Head Compensation (only for failure to establish compensation within the ranges defined in Subsection 14.1); Article 15, Additional Compensation; Article 16, Medical, Dental, Life, and Disability Insurance; Article 17, Sick Leave; Article 18, Retirement Procedures and Programs; Article 21, Rights and Duties of the AAUP as Agent; Article 22, Dues Check-off; Article 23, Released Time; Article 27, Governance of the University; Section 34.2 of Article 34, Maintenance of Practices; Article, 35, Decertification; Article 36, Totality of Agreement; Article 38, Duration and Amendment.

32.2 In accordance with the requirements of Section 32.3, this Article shall also apply to disputes as to the interpretation of the procedural requirements of the following articles: Article 5, Affirmative Action; Article 6, Appointments; Article 7, Reappointment, Promotion, and Tenure; Any section of Article 10 that prescribes Procedures for Determining Merit Increases; Article 19, Personal, Child-Rearing, Vacation, and Military Leaves; Article 24, Faculty Development Opportunities; Article 25, Academic Leave; Article 26, Professional Leave; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Academic Unit, College, or Library; Article 31, Academic Unit Heads; Article 34, Maintenance of Practices.

32.3 The party to this Agreement seeking arbitration or the Faculty Member appealing to arbitration under Section 9.3 shall request a panel of arbitrators from the American Arbitration Association, each of whom shall be a member of the National Academy of Arbitrators. The arbitrator shall be selected by alternately striking from that panel and the arbitration shall proceed pursuant to the Voluntary

Labor Arbitration Rules of the American Arbitration Association. The arbitrator must agree to render a decision within thirty (30) days after the arbitration hearing or, if there are post-arbitration briefs, within thirty (30) days after their submission.

32.4 The decision of the arbitrator shall be final and binding on the grievant(s), the AAUP and the University, and may be enforced by any court of competent jurisdiction.

32.5 The fees and expenses for the arbitration between the parties to this Agreement shall be borne equally by the University and the AAUP. If the Faculty Member has brought the appeal under Section 9.5, the fees and expenses of the arbitration shall be paid equally by the Faculty Member and the University.

32.6 Any time limit may be extended by mutual agreement in writing between the Parties.

32.7 Whether the procedures and time limits of an Article have been followed is a procedural issue.

32.8 The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such basis; it does not mean the merits of the argument, recommendation, or decision.

32.9 Anything in this Article notwithstanding, the arbitrator shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure of or to member(s) or prospective member(s) of the Bargaining Unit. In addition the arbitrator shall be subject to the following restrictions:

(1) The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;

(2) The arbitrator's decision shall be limited to only the question or questions submitted for decision;

(3) In grievances concerning promotion in academic rank or the award of tenure, the arbitrator shall only have the power to remand the negative decision being grieved with directions as to procedures to be followed and information to be considered;

(4) The arbitrator shall not render any decision that would result in the violation of this Agreement or a public statute or regulation; and

(5) The arbitrator shall make no award, except for interest, that provides a Faculty Member compensation greater than would have resulted had there been no violation.

32.10 Section 34.4 of Article 34, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of Section 34.2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

32.11 **Expedited Arbitration.** In order to reduce the cost of arbitration, the Parties may mutually agree that the arbitration shall be conducted in accordance with any or all of the following conditions:

(1) No transcript of the arbitration proceedings shall be taken;

(2) Post-hearing briefs shall be waived;

(3) The arbitrator must agree to render a decision within fourteen (14) days after the arbitration hearing; or

(4) Subject to the consent of the grievant, neither Party, nor the grievant, will be represented by legal counsel at the hearing.

ARTICLE 33
ANNUAL PERFORMANCE REVIEW OF FACULTY

33.1 **Initial Meeting**. Within three (3) months of a new Faculty Member's appointment, the Academic Unit Head shall meet with the Faculty Member to review his/her prospective and actual performance, plans for continued professional growth, and RPT criteria and procedures.

33.2 In accordance with UNIVERSITY OF CINCINNATI POLICY AND PROCEDURES FOR ANNUAL PERFORMANCE REVIEW OF FACULTY (June 1, 1994), there shall be an annual performance review of each Faculty Member.

33.3 If performance review procedures change in an Academic Unit, the AAUP shall be provided a copy of the current procedure within thirty (30) days of the approval of the new procedure.

33.4 In cases where a Faculty Member's annual performance review documents evidence of substantive deficiencies in teaching, research, or service, the Academic Unit Head, with input from the Faculty Member, should design a mutually agreeable performance improvement plan, including a timeline, and if applicable, provisions for the Academic Unit to allocate the required resources to support the plan. The plan shall be attached to the annual performance review. If a plan cannot be mutually agreed upon, this shall be noted in the annual performance review.

ARTICLE 34
MAINTENANCE OF PRACTICES

34.1 The Parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between Faculty and Administration are necessarily best resolved by legal contract.

34.2 The Parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board, by adopting this Agreement, shall be deemed to have amended its regulations to conform to the provisions of this Agreement. Past practices not codified in the Rules of the Board shall have no binding affect upon the Parties.

34.3 The Rules of the Board shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 8.

34.4 The University shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce ticket discounts .

34.5 The provisions of this Article shall not apply to any Rules of the Board which relate to the regulation of clinical or medical services, provided such rules changes do not affect the wages, hours, terms and conditions of a Faculty Member's academic work.

ARTICLE 35
DECERTIFICATION

The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by order of SERB through the procedures allowed in Section 4117.07 of the Ohio Revised Code.

ARTICLE 36
AGREEMENT CONSTRUCTION

36.1 **Titles.** The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

36.2 **References Deemed Appropriate.** All references to “Dean,” “Provost,” “administrator,” “Academic Unit,” “college,” “library jurisdiction,” “Academic Unit Head,” or similar officials or entities within the University shall mean the “appropriate” or “involved” official or entity whenever the sense of the provision so requires.

36.3 **Library Faculty.** Superfluous language in previous contracts, which referred separately to Library Faculty, is deleted from this contract in recognition of the status of professional Librarians as full members of the University Faculty. Removal of this language is not intended to eliminate any contractual protections of Library Faculty as Members of the Bargaining Unit. Separate references are maintained where necessary to reflect the unique nature of Library Faculty Members’ functions.

ARTICLE 37
TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 38
SAVINGS AND SEPARABILITY

In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 39
DURATION AND AMENDMENT

39.1 This Agreement shall be effective as of July 1, 2013 and continue in full force and effect to and including June 30, 2016.

39.2 The University and the AAUP agree to begin negotiations for a successor agreement no later than March 1, 2016.

39.3 If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

ARTICLE 40
DISPUTE SETTLEMENT PROCEDURE

40.1 The Parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code:

40.2 Should either Party, pursuant to Article 39, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

40.3 During the period commencing at least sixty (60) days prior to the expiration of the current contract between the AAUP and the University, both Parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) days after the expiration of the Agreement, either the University or the AAUP may declare that the Parties are unable to reach an agreement and can request mediation. The Parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

40.4 The Parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either Party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.

40.5 Within seven (7) days of such written notification of a request for fact-finding, each Party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-

finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within seven (7) days after selection of the initial two members. Unless both Parties consent, the chairperson cannot be the same person who served as Mediator.

40.6 The fact-finding panel, within seven (7) days of its appointment, must meet with the Parties. The panel may hold hearings, make additional investigations and inquiries, and take other steps as it considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C) (4) (c), Ohio Revised Code. If the dispute is not settled within fifteen (15) days after the panel is appointed, or within a longer period, if agreed to by the Parties, the panel must report its findings to the Parties, including its recommendations on the unresolved issues. Fourteen (14) days after submission to the Parties, the findings must be made public if no settlement has been reached.

40.7 Notwithstanding the dispute settlement procedures described above:

40.7.1 The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days' notice to the Administration and SERB.

40.7.2 The Parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

40.8 All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the Parties.

ARTICLE 41
ADMINISTRATION RIGHTS

41.1 The Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights and authority conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Except where expressly stated in this Agreement, nothing contained herein shall 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 will bargain, in accordance with its legal duty, over the employment effects of its actions.

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

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching, temporary assignments, Secondary-Semester teaching, administrative stipends, or extra compensation from grants, contracts, royalties, or consulting.

ACADEMIC UNIT shall mean the smallest Academic Unit of which a member of the Bargaining Unit is a member, whether a college, library jurisdiction, department, division, school, or other unit.

ACADEMIC UNIT HEAD shall mean the Board-appointed chief administrative officer of an Academic Unit, regardless of title, or any non-Board-appointed department chair or department head of an Academic Unit.

ACADEMIC YEAR shall mean the 12-month period beginning August 15 and extending through August 14 of each calendar year. The Academic Year shall include three semesters (Fall, Spring, Summer) and the periods between those semesters.

ADMINISTRATION shall mean the President of the University of Cincinnati or his or her representative(s) designated for the purpose.

APPROPRIATE ADMINISTRATOR shall mean the Dean of each college or the chief administrative officer of an Academic Unit or group of units.

ARP shall mean Alternative Retirement Program.

BARGAINING UNIT shall mean the group of Faculty Members described in Article 1.1 of this Agreement

BENEFITS shall have the same meaning the words "fringe benefits" had in previous contracts.

BOARD shall mean the Board of Trustees of the University of Cincinnati.

BUDGET RESTRAINT shall mean a good faith projection of a budget deficit in a college or Academic Unit, an expectation that income will be inadequate to cover expenses.

DOMESTIC PARTNER shall mean a partner of the same or opposite sex who meets the criteria as stated in the Affidavit of Domestic Partnership (see Appendix 1 of this contract).

FACULTY or faculty shall mean individuals holding faculty titles whether or not they are members of the Bargaining Unit.

FACULTY MEMBER shall mean a member of the Bargaining Unit.

FMCS shall mean Federal Mediation and Conciliation Service.

GEOGRAPHIC FULL-TIME shall mean full-time Faculty in the College of Medicine or the College of Nursing who, as part of their individual contract arrangement with the University, are employed by an outside entity for activities deriving from patient care or patient support, and receive either a separate paycheck from that source or from a University account that is reimbursed by the outside entity for those activities. Nothing in this definition shall be construed to apply to Faculty Members who receive payment pursuant to their engagement in approved collateral employment activities per Board Rule 30-21-02.

LIBRARIAN shall mean a Faculty Member who is a member of one of the library jurisdictions and whose responsibilities are described in the Librarians' RPT Document and in his/her specific job description.

LIBRARY ADMINISTRATOR shall mean the appropriate library administrator of the following library jurisdictions: Blue Ash College, Clermont College, UC Libraries, Marx Law Library.

LIBRARY DEPARTMENT shall mean an organized function within a library jurisdiction with one or more Librarians who have administrative responsibilities, *e.g.*, Archives and Rare Books Department, Engineering Library.

LIBRARY FACULTY shall mean the Librarians, collectively.

NOTIFY, NOTICE OR NOTIFICATION shall mean to give or require written notice.

OPEN ENROLLMENT PERIOD shall mean that four-week period held annually, usually in the Fall academic semester, during which Bargaining Unit members may revise their insurance elections for the coming calendar year.

OPERS shall mean the Ohio Public Employees Retirement System.

PARTIES shall mean the AAUP and the University of Cincinnati.

PRESIDENT shall mean the President of the University of Cincinnati.

PRIMARY SEMESTER shall mean that term of an Academic Year during which a Faculty Member with a Two-Semester appointment does have on-campus duties such as teaching, service, and professional activity.

PROBATIONARY APPOINTMENTS shall mean those unqualified title appointments which carry eligibility for tenure but precede its award.

RPT shall mean reappointment, promotion and tenure.

QUALIFIED TITLE APPOINTMENTS shall mean those with titles in the Adjunct, Clinical, Educator, Field Service, Practice, and Research series. Qualified titles shall not carry eligibility for tenure, but are eligible for promotion through the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

SECONDARY SEMESTER shall mean that term of an Academic Year during which a Faculty Member with a Two-Semester appointment does not have on-campus duties.

SERB shall mean State Employment Relations Board.

STRS shall mean the State Teachers Retirement System.

TIME LIMITS All references in this Agreement to time periods are expressed in calendar days inclusive of Saturdays, Sundays, and legal holidays. If the last day of the time period falls on a Saturday, Sunday, or a University holiday, the deadline is automatically extended to the next University working day. Any time limit may be extended by mutual agreement in writing between the parties.

TWELVE-MONTH APPOINTMENT shall mean that a Faculty Member has duties and accrues pay through all months of the Academic Year. The

designations of Primary Semester and Secondary Semester do not apply to those Faculty Members with Twelve-Month appointments.

TWO-SEMESTER APPOINTMENT shall mean that a Faculty Member has two Primary Semesters per Academic Year.

UNIVERSITY shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNIVERSITY CONTRACT ADMINISTRATOR shall mean the duly appointed representative of the University as party to the contract.

UNQUALIFIED TITLE APPOINTMENTS shall mean those with titles of Professor, Associate Professor, Assistant Professor, and Instructor, Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, and Beginning Librarian; unqualified titles carry eligibility for tenure.

UPTOWN CAMPUS shall mean all Academic Units of the University of Cincinnati excluding Clermont College and Blue Ash College.

YEAR shall mean the Academic Year unless otherwise designated.

MEMORANDA OF UNDERSTANDING

M.1 Benefits Study Committee

M.1.1 The Benefits Study Committee shall be a standing committee with four (4) members appointed by the AAUP Board and four (4) members appointed by the Administration. The Committee may create subcommittees, which will have equal representation from each Party, and may include individuals who are not members of the Committee.

M.1.2 The Committee shall explore ways to contain benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to Bargaining Unit members subject to the terms and conditions listed below. To achieve these ends the Committee may direct the University to get cost estimates, determine accurate estimates of benefits costs, review usage, investigate and compare current and alternate vendors, and make recommendations and other requests consistent with its charge. The University shall provide the Committee with all the information available to it regarding the cost, usage, and nature of benefits provided to all University employees.

M.1.3 Monitoring Quality of Care Date and Payment Expenses: The University shall provide to the AAUP Benefits Study Committee information collected by the Benefits office related to the efficiency and timeliness of payments for health care expenses as requested, but not more than once per semester.

M.1.4 In addition to the concerns stated above, the Committee specifically shall study the following during the term of this contract, and recommend changes where appropriate:

a) the University Wellness Program, and a sick childcare program;

b) the effectiveness of the Choice Benefits Plan; and

c) the cost effectiveness of the current prescription drug plans. In this regard, the Committee shall apply a market basket approach, similar to the Consumer Price Index (CPI), to the top two hundred (200) prescription drugs used by Faculty Members which shall be used to track the cost of those prescriptions over time and to compare the current plans with the plans of other vendors. If the Committee finds an alternative plan that has a formulary better suited to the needs of Faculty Members, and change to that

alternative plan would reduce costs to both Faculty Members and the University, the Committee may recommend that the University change to the alternative plan.

M.1.5 On December 1, 2013 and on December 1 of each subsequent year during the term of this Agreement, the Benefits Study Committee shall issue a written report to the parties documenting the plan budget and actual costs to the parties for the preceding fiscal year as well as a summary of usage data for Bargaining Unit members.

M.2 Faculty Representation on the Board of Trustees

Faculty representation on the Board, pursuant to Board of Trustees' Rule 3361:10-1-02, shall include the chairperson of the University Faculty Senate and two elected representatives of the University Faculty. They shall have the right to suggest proposals for consideration by the Board and the President, and to attend with voice, all meetings of the Board, except executive sessions, and Board committees including academic affairs and finance.

M.3 Environmental Oversight Committee

The joint Administration/Faculty Environmental Oversight Committee shall consist of four (4) administrators appointed by the President and four (4) Bargaining Unit members appointed by the Faculty Senate. This Committee is charged with oversight of the University's efforts in removing hazardous and unhealthy conditions from the work environment. Meetings of the Committee will be held at least on a semester basis. The Committee will establish its meeting times and administrative procedures. The Committee can receive complaints from Faculty and Librarians concerning alleged hazardous conditions. The Committee may request the presence of anyone who may have a concern or who can be of assistance in considering environmental matters. The Committee shall monitor the University's efforts to remedy the situation leading to the complaint. The Committee shall from time to time report to the Presidents of the University and the AAUP and the Chair of the Faculty Senate on any environmental or health hazard which, in its judgment, represents a major cause for concern and recommend appropriate actions.

M.4 Personnel Records/Files

Each academic year the Contract Administrators will distribute to Deans, Directors and Department Heads:

(1) The Guidelines on the Maintenance of and Access to Faculty Personnel Files as passed by the Faculty Senate, and as they may be amended from time to time by the Faculty Senate; and

(2) Administrative Memorandum 118, as it may be amended by the University President, and containing the Guidelines for Administrative Review and Appeal of Disputes Concerning Personnel Records.

M.5 Collective Bargaining Agreement Training

In order to facilitate contract implementation and reduce the potential for grievances, the AAUP and the University agree to jointly sponsor a seminar, during the Fall Semester of each year, designed to inform administrators of their rights and responsibilities under the Collective Bargaining Agreement. A second training session may be scheduled for later in the academic year if both parties deem it necessary.

The University Contract Administrators, or their designees, and the AAUP Executive Director, or designee(s), will design, schedule and conduct the seminar. All academic administrators shall be strongly encouraged by the University to attend the seminar.

New Academic Unit Heads, Associate Deans, and Deans will be required to attend the seminar prior to or during the academic year of their initial appointment to that administrative position.

M.6 Regional Campus Salaries Committee

The AAUP and the University therefore charge the Regional Campus Salaries Committee with continuing its study of salary structure at Clermont and UC-Blue Ash Colleges, to monitor ongoing progress, and to make recommendations for continued, additional or alternative remedies over time.

The Committee shall include three (3) individuals appointed by the AAUP and three (3) individuals appointed by the University.

No later than April 1, 2015, the Regional Campus Salaries Committee shall provide a written report to the parties to this Agreement on progress made to date and its recommendations for continued progress. This report shall serve as the basis for discussing salary inequities at Clermont and UC-Blue Ash Colleges during contract negotiations in 2016.

M.7 Legacy Summer Appointments and Compensation

Effective Summer Semester 2013, no existing faculty appointment that guarantees summer-quarter teaching at extra compensation shall be construed to guarantee summer-semester teaching at extra compensation.

M.8 Paid Parental Leave Policy: Joint Union-Management Committee

Not later than May 1, 2014, the University and the AAUP shall each appoint three (3) persons to serve on a joint union-management committee which is charged with the development of a paid parental leave policy.

The policy shall address the following questions and issues:

1. The range of birth or adoption situations covered;
2. The need for medical certification and FMLA applications;
3. Deadline for advance notice by the Faculty Member to the appropriate academic administrators, for use of the leave;
4. Pay and benefits covered during the period of the leave;
5. Maximum length of the paid leave;
6. Whether or not there will be a cap on the number of such leaves available during the course of employment at the University;
7. Minimum qualifications, as the primary care provided, in order to invoke the leave;
8. Whether or not the Faculty Member's accrued sick leave, unpaid leave, and/or vacation may be used to extend the length of the paid leave;
9. Effect on the tenure clock and appointment term, for Faculty Members on the tenure track;
10. Effect on other aspects of Article 17 (Sick Leave), if any.

The policy may also address any other issues the committee feels are necessary.

The members of this committee shall complete their work and deliver a policy on paid parental leave no later than December 1, 2014 to the University Administration and to the AAUP. The policy developed by this committee shall be incorporated into Article 19.5 of this Agreement and shall be implemented as soon as possible, but not later than June 30, 2015.

M.9 Amendment to the Bargaining Unit Description

The University of Cincinnati and the AAUP, University of Cincinnati Chapter hereby enter into this Memorandum of Understanding in conjunction with the renewal of their collective bargaining agreement to be effective July 1, 2013, through June 30, 2016 ("The Agreement.")

The Agreement amends the bargaining unit description at Article 1, Sections 1.2.2 and 1.2.5, in order to clarify that certain members of the College of Nursing who are classified as "visiting" and properly meet the definition of the term "geographic full-time" are not members of the bargaining unit. Changes incorporated in the Agreement in the "Definitions" section arose from this clarification in the bargaining unit description.

The parties recognize that because the collective bargaining unit is "deemed certified" under the applicable Ohio law, any changes of the bargaining unit description must be approved by the State Employment Relations Board ("SERB"). AAUP and the University hereby agree that each shall cooperate and use their best efforts to obtain the approval of SERB for the agreed change of the bargaining unit description including, inter alia, filing a joint petition with SERB to amend the bargaining unit pursuant to OAC 4117-5-01(F) and any other pertinent regulation of SERB or Ohio statutes.

The parties acknowledge that the basis for the amendment of the bargaining unit description is a mutual belief that the positions to be excluded do not have, and never have had, a community of interest with the bargaining unit.

The parties agree that the time limit for filing of any grievance or potential grievance on behalf of an employee in a position excluded from the bargaining unit as a result of the Agreement shall not begin to run until there is a final decision from SERB with respect to the parties' joint petition for an amendment to the bargaining unit.

M.10. Effect of Changes to Article 1.2

No agreed-upon changes to Article 1.2 or changes to the Definitions section as enacted by the ratification of the 2013-2016 Collective Bargaining Agreement between the University of Cincinnati and the AAUP-UC Chapter, shall affect any person who was a member of the Bargaining Unit as of June 30, 2013.

Signatory to Agreement

University of Cincinnati:

Thomas H. Humes
Chairperson, Board of Trustees

Santa J. Ono
President

University of Cincinnati Chapter of the American Association of University Professors:

Gregory Loving
President

UC Negotiating Team:

Heather Cox

William T. Johnson

Lori A. Ross

J. Matthew Serra

Mark J. Stepaniak

AAUP Negotiating Team:

Stephanie Spanja

Robert Cluxton

Robert Gioielli

Ronald Jones

Louis Kutcher

Daniel Langmeyer

Eric Palmer

Stephan Pelikan

APPENDIX 1

AFFIDAVIT OF
DOMESTIC PARTNERSHIP

This form is to be completed when applying for benefits for your eligible domestic partner. Return the completed affidavit along with applicable benefit election form(s) to the Human Resources Service Center (ML 0039).

I, _____, and _____
Faculty/Staff Member (Print) Domestic Partner (Print)

Certify that **all** of the following are true:

1. We share a permanent residence (unless residing in different cities, states, or countries on a temporary basis.
2. We are each other's sole domestic partner, have been in this relationship for at least six months, and intend to remain in this relationship indefinitely.
3. Neither of us is currently married to or legally separated from another person under either statutory or common law.
4. We are responsible for each other's common welfare.
5. We are at least eighteen years of age and mentally competent to consent to this contract.
6. We are not related by blood to a degree of closeness that would prohibit marriage in the state in which we legally reside.
7. We are financially **interdependent** on each other in accordance with the plan requirements outlined by the University of Cincinnati. Financial interdependency may be demonstrated by the existence of at least **three** of the following *(Please check below the documents that can and will be provided to Human Resources, if requested, to verify domestic partnership):*
   - ___ Joint ownership of real estate property or joint tenancy on a residential lease
   - ___ Joint ownership of an automobile
   - ___ Joint bank or credit account
   - ___ Joint liabilities (e.g., credit cards or loans)
   - ___ A will designating the domestic partner as primary beneficiary
   - ___ A retirement plan or life insurance policy beneficiary designating the domestic partner as primary beneficiary
   - ___ A durable power of attorney signed to the effect that we have granted powers to one another

- I agree to notify Human Resources in writing and mail a signed copy to my previous domestic partner **within 30 days** of either of the following events:
  - There is a change in the circumstances attested to in this Affidavit that would make my domestic partner ineligible for coverage under the terms of the university's plans; or
  - We terminate our domestic partnership.
- I understand that another Affidavit of Domestic Partnership cannot be filed for at least six months from the date I notified Human Resources of the change in circumstances or termination of domestic partnership.
- We provide this information to be used by the university for the purpose of determining our eligibility for benefits and for the administration of these benefits; we understand that the university will take responsible steps to limit access to this information.
- We understand that, by signing this affidavit and as a result of the University of Cincinnati providing benefits to us, there may be legal and tax implications; therefore, we have been advised to consult with a legal/tax advisor regarding these implications.
- We certify that the information provided in all parts of this affidavit is true, accurate and complete. We understand that a false declaration of domestic partnership, material omission of information on this affidavit, or failure to timely inform the University of Cincinnati of the termination of a domestic partnership is considered fraud and may result in disciplinary action of an employee up to and including loss of benefits and/or employment. We also agree that the University of Cincinnati may recover damages for all losses and reasonable attorneys' fees incurred to recover such damages.

_____ _____ _____
Signature of Faculty/Staff Member Date of Birth Date

_____ _____ _____
Signature of Domestic Partner Date of Birth Date

If you have questions, contact the Human Resources Service Center at 513-556-6381.

APPENDIX 2
ACADEMIC UNIT HEAD STIPEND CRITERIA

ACADEMIC AFFAIRS COMMITTEE REPORT
May 14, 1987

Criteria for which Deans will recommend stipends for unit heads.

1. Complexity of Unit in terms of Size and Scope

    Undergraduate instruction
    Graduate instruction
    Postgraduate instruction
    Evening and/or fourth quarter instruction
    Cooperative program
    Professional instruction
    Number of degree options
    Number of degree students
    Number of students taught
    Number of faculty (full time/part time)
    Number of volunteers

2. Administrative Responsibilities

    Program management
    Clinical services management
    Budget management (internal/external funds)
    Grant management
    Staff management (including technical and/or support staff)
    Contract management
    Off-campus sites management
    Collaborative program management

3. Recruitment Responsibilities

    Students
    Faculty
    Staff
    Resident/House staff
    Postdoctoral fellows
    Open admissions

4. Liaison Responsibilities

Internal, university
State/Federal agencies
Alumni
Professional societies
Industry
Community leadership
Collaborative program development
Public Relations
Development Activities (fund raising)

5. College Administrative Responsibilities (as they may be assigned)

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