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AGREEMENT

BETWEEN

WRIGHT STATE UNIVERSITY

AND

THE WRIGHT STATE UNIVERSITY CHAPTER

OF THE

AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

TENURE-ELIGIBLE AND TENURED (TET) FACULTY

August 20, 2014 – June 30, 2017

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Article 1
Preamble

1.1 This is an agreement by and between Wright State University (hereinafter referred to as the "University") and the American Association of University Professors, Wright State University Chapter (hereinafter referred to as AAUP-WSU).

1.2 The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of Members of the Bargaining Unit specified herein.

1.3 The provisions of this Agreement shall take precedence over any practices, policies, or procedures which are inconsistent with its terms. Such inconsistent policies shall be null and void.

1.4 In this Agreement, whenever a reference to "department" is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For the College of Nursing and Health and for the Lake Campus, here and elsewhere in this Agreement, the terms "Department Chair" and "Chair" refer to the Dean.

Article 2
Recognition

2.1 The University recognizes the AAUP-WSU as the sole and exclusive representative for the Members of the Bargaining Unit described below for the purpose of collective bargaining. Exclusive recognition means that the University will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with this exclusive recognition.

2.2 Individual contracts of employment with Members of the Bargaining Unit shall be consistent with this Agreement, and if inconsistent, this Agreement shall supersede.

2.3 The Bargaining Unit consists of all full-time tenured and tenure-track faculty employed by Wright State University. Excluded from the Unit are all department chairs and heads, all ranks of deans, all ranks of provosts, all ranks of vice-presidents, the President, all other supervisors defined by Ohio Revised Code 4117.01(F), all faculty within the Schools of Medicine and Professional Psychology other than those who are tenured or tenure-track, and all other employees not included above. (Unit certified by the Ohio State Employment Relations Board on 11 June 1998.)

2.4 The terms “Bargaining Unit Faculty” and “Members of the Bargaining Unit” and “Members” wherever used in this Agreement are defined to include only those faculty members who are included in the Bargaining Unit pursuant to Section 2.3. The Bargaining Unit Faculty recognized in this Agreement and the faculty recognized in the Agreement for Non-Tenure Eligible faculty are herein distinguished from one another, as necessary, by referring to them as either “NTE Bargaining Unit Faculty” or “TET Bargaining Unit Faculty.”

2.5 If, during the term of this Agreement, questions arise regarding the bargaining unit status of one or more employees, the parties will meet promptly to discuss the status of individuals and shall attempt to reach agreement as to their inclusion or exclusion from the Bargaining Unit. If the parties are unable to reach agreement as to the status of any individual within ten (10) days from the commencement of the discussions, either party may petition the SERB for a determination of the status of the position.

2.6 The parties agree to cooperate with each other in the enforcement of this Agreement.

Article 3
Non-Discrimination

3.1 The University agrees that it shall not discriminate against an employee because of membership in or activity on behalf of the AAUP-WSU.

3.2 Neither the University nor the AAUP-WSU shall discriminate on the basis of race, color, religion, disability, veteran's status, military status, national origin, ancestry, sex, gender identity/expression, sexual orientation, or age.

3.3 The University and AAUP-WSU will not tolerate any form of harassment based on sex, race, or any other category listed in Section 3.2.

3.4 Any Bargaining Unit Member charged with discrimination or harassment is entitled to due process before the University imposes any form of discipline as permitted under Article 14. However, the Member may be suspended with pay pursuant to Section 14.3. When notifying a Bargaining Unit Faculty Member that a complaint has been filed against him or her, the Office of Affirmative Action Programs will provide the Member with a written statement from the AAUP-WSU regarding the Member's rights. If the complaint is not resolved through mediation, the Office of Affirmative Action Programs will notify the AAUP-WSU President of the charges and the name of the Bargaining Unit Faculty Member being charged, five (5) days prior to a hearing.

3.5 Any Member of the Bargaining Unit who believes he or she has been discriminated against or harassed can seek relief through the Wright State University Office of Affirmative Action Programs, through a grievance under the terms of this contract, or through legal action pursuant to any applicable state or federal law. When a Bargaining Unit Faculty Member seeks relief through the Office of Affirmative Action Programs, that office will provide the Member with a written statement from the AAUP-WSU regarding the Member's rights.

3.6 Relationship by family or marriage is considered neither an advantage nor a deterrent to a Bargaining Unit Faculty Member. No Member will be assigned to a department or unit under the direct supervision of a relative who has or can have a direct effect on the Member's progress or performance.

3.7 Consensual sexual relations between students and Bargaining Unit Faculty with whom they also have an evaluative relationship constitute a conflict of interest. Members shall avoid such relationships or, if such a relationship does exist, will promptly make arrangements through their Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.

3.8 Bargaining Unit Faculty shall not grade or otherwise evaluate students with whom they have a familial relationship. If a family member's application or enrollment calls for any evaluation on the part of a Member, that Member shall promptly make arrangements through his or her Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.

Article 4
Affirmative Action

4.1 The University declares its determination to actively recruit, retain and promote women, minorities, protected veterans, and people with disabilities.

4.2 The University will consult with the Faculty Senate or a committee designated by the Faculty Senate before revising Affirmative Action policies that affect Bargaining Unit Faculty. If the Senate does not supply such consultation, then the University will consult with the AAUP-WSU.

4.3 A copy of the University's Equal Educational and Employment Opportunity Policies and Affirmative Action Plan will be maintained on the University's Web site.

4.4 A copy of the Fall Staff Survey, submitted to the Equal Opportunity Commission, shall be made available to the AAUP-WSU upon its request.

Article 5
Academic Freedom and Professional Responsibilities

5.1 Academic Freedom:

5.1.1 Academic freedom is essential for the proper development of the University. It functions to protect the institution from unwarranted interference by external groups and to ensure the retention of the services of those whose contributions toward its goals make them an essential part of the faculty. In so doing, it secures the autonomy and integrity of the University and makes its development as an intellectual community an object of primary concern.

5.1.2 Academic freedom is the unqualified right of every Member of the Bargaining Unit. It carries a reciprocal obligation to respect and maintain the academic freedom of every other member of the University community.

5.1.3 Academic freedom is the freedom to teach, both in and outside the classroom; to conduct research and to publish, display or perform the results of those investigations; and to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance. Members of the Bargaining Unit should also have the freedom to address the larger community with regard to any matter of social, political, economic, or other interest, without institutional discipline, save in response to fundamental violations of professional ethics, statements that suggest disciplinary incompetence, or violations of the professional responsibilities set forth in Sections 5.2.1 through 5.2.5.

5.1.4 Bargaining Unit Faculty are entitled to freedom to teach, profess and discuss material in the classroom subject to limits detailed below.

5.2 Professional Responsibilities:

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

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

5.2.3 As colleagues, Bargaining Unit Faculty have obligations that derive from common membership in the community of scholars. Members of the Bargaining Unit shall not discriminate against or harass colleagues. They shall respect and defend their associates' free inquiry. In the exchange of criticism and ideas Members shall show due respect for others, even when disagreeing with or criticizing others' opinions. Bargaining Unit Faculty shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues.

5.2.4 In making public statements–including the exercise of the right to responsible dissent on matters of institutional policy or educational philosophy–Members of the Bargaining Unit have an obligation to be accurate, to act in a professional manner, to show due respect for others (even when disagreeing with or criticizing others' opinions), and to make every effort to indicate that they are not speaking for the University.

5.2.5 Bargaining Unit Faculty shall accept their share of faculty responsibilities in the academic governance of the University.

Article 6
Management Rights

6.1 Except as expressly limited by the terms of this Agreement, nothing shall limit the right and responsibility of the Board of Trustees, directly or acting through its duly constituted authorities, to exercise all powers, rights, authorities, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, whether exercised or not. Without limiting the generality of the foregoing, nothing contained herein shall in any way limit the University's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

6.2 These rights include, but are not limited to, the right to:

6.2.1 determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;

6.2.2 direct, supervise, evaluate, and hire Bargaining Unit Faculty or other employees;

6.2.3 maintain and improve the efficiency and effectiveness of University operations;

6.2.4 determine the overall methods, process, means, or personnel by which University operations are to be conducted;

6.2.5 suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Bargaining Unit Faculty or other employees;

6.2.6 determine the adequacy of the work force;

6.2.7 determine the overall mission of the University;

6.2.8 effectively manage the work force; and

6.2.9 take actions to carry out the mission of the University.

Article 7
Faculty Rights and Responsibilities

7.1 Textbooks. With the exception shown in Section 7.1.1, the University and the AAUP-WSU agree that NTE and TET Bargaining Unit Faculty Members shall select textbooks and other teaching material (e.g., software, course notes, etc.) for the courses they teach and that the decision whether to do so individually or collectively will be made by them and by administrators who are members of their department and teach the course(s) in question.

7.1.1 Textbooks and other teaching material (e.g. software, course notes, etc.) for School of Medicine courses shall be selected by an all-faculty committee within that particular discipline. If any portion of Section 7.1.1 can be shown by an external accreditation report not to comply with accreditation standards for the School of Medicine, the textbooks shall be chosen by a Course Oversight Committee and the School of Medicine Faculty Curriculum Committee.

7.1.2 When selecting textbooks and other teaching materials, Bargaining Unit Faculty Members shall make good faith efforts to keep costs to students as low as possible without sacrificing academic needs and to select teaching materials that are consistent with the curriculum.

7.2 Grades. The University and the AAUP-WSU agree that the individual Bargaining Unit Faculty Member retains the authority to make the final determination of the grade to be awarded to each student in his or her class.

7.2.1 If the Bargaining Unit Faculty Member cannot be contacted, there is a conflict of interest, or extraordinary circumstances serve to make the grade inappropriate, the Chair, Dean, or a provost may change a grade awarded by a Bargaining Unit Faculty Member. A grade may also be changed in accordance with specific academic policies set by the Faculty Senate or in response to a petition submitted by the student, providing that such changes are not in conflict with provisions of this Agreement. Before a grade is changed in response to a petition submitted by the student, the Member will be given an opportunity to make a recommendation regarding the anticipated or requested change.

7.2.1.1 Changing a grade to A, B, C, D, F, P U, or X requires consent of the Bargaining Unit Faculty Member who awarded the grade or, under extraordinary circumstances, consent of other NTE or TET Bargaining Unit Faculty in the Department. The Bargaining Unit Faculty Member whose grade was changed under such extraordinary circumstances and the AAUP-WSU will receive written notification of the change within two weeks after the decision to change the grade.

7.2.2 A Bargaining Unit Faculty Member shall explain a grade to a student who requests such explanation during the regular office hours.

7.2.3 Bargaining Unit Faculty Members will schedule examinations, papers, or other components of the grade for each undergraduate course in a manner that will give students feedback and allow them to make informed judgments about their progress during the first half of the course (no later than the end of the seventh week of each Fall or Spring semester, the third week of each

six-week summer term, and the mid-point of differently scheduled classes). In those graduate and advanced undergraduate courses wherein it is not feasible to comply with this requirement, Bargaining Unit Faculty Members will include a statement to that effect in the course syllabus.

7.2.4 Bargaining Unit Faculty shall turn in all course grades as soon as possible and no later than 12:00 noon of the third working day after the University's last scheduled examination period. This deadline shall only be extended in the event that the Bargaining Unit Faculty Member is unable to turn in the grades due to illness or unforeseen emergency.

7.2.5 For at least one year after they have issued grades for a course, Bargaining Unit Faculty Members shall retain (in electronic or written form) any of the following items that were used in determining those grades: grade records, progress reports, and attendance records.

7.3 Course Syllabi. Bargaining Unit Faculty Members shall provide a course outline for students in each course taught. The outline shall include a clear explanation of the course requirements, policies on grading and expectations for class attendance. It is only necessary to state an attendance policy in a syllabus if attendance is factored into the calculation of the student's grade.

7.3.1 Members will make a good faith effort to make their syllabi available to students and to the Department Chair one week prior to the beginning of the course, unless there is a clear pedagogical reason to delay or the Member was assigned to teach the course less than four weeks before the first class meeting. In any event, the Member will make syllabi available as soon as possible, and no later than the end of the first week of class.

7.3.2 Members shall make good faith efforts to make the content of the course, as reflected in the syllabus and as actually taught, consistent with the curriculum.

7.4 Faculty Availability.

7.4.1 Consistent with past practice, Bargaining Unit Faculty Members with academic year appointments shall be available for service at the University throughout the academic year.

7.4.2 Bargaining Unit Faculty Members have an obligation to meet all of their scheduled classes throughout the scheduled time, unless an alternative learning experience has been assigned. If an alternative learning experience involves a substantial portion of a course (a full week of class, for example, or an equivalent amount of time for late starts or early dismissals), it must be listed in the syllabus as part of the course requirement, in which case the alternative learning experience must be approved for the course by the relevant department curriculum committee or approved for the specific section of the course by the department chair.

7.4.3 Bargaining Unit Faculty Members who will be absent from class because of attendance at a professional meeting shall request written permission from the Chair.

7.4.4 Bargaining Unit Faculty Members who will be absent from class because of religious observance shall inform their students and the Department Chair at the beginning of the semester and shall include in the syllabus an alternative learning experience for that class period.

7.4.5 When forced by illness or unforeseen emergency to cancel class, Bargaining Unit Faculty Members shall inform the Department Chair of such cancellation. If possible, the Member will inform the Department Chair and the students of the cancellation a reasonable period of time before the class is scheduled to meet.

7.4.6 Bargaining Unit Faculty Members shall use the final examination period for its intended purpose by administering exams or leading other culminating class experiences during the final examination time period designated by the Registrar, unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.7 Bargaining Unit Faculty Members will not give comprehensive final exams during the last week of classes. If a Member schedules a comprehensive final exam, it shall be during the time period designated by the Registrar unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.8 Each Bargaining Unit Faculty Member shall attend an average of at least one commencement ceremony in full academic regalia every two years.

7.5 Office Hours.

7.5.1 Each Bargaining Unit Faculty Member shall maintain a sufficient number of regular office hours to meet the reasonable needs of the Member's students and advisees.

7.5.2 Regular office hours shall occur at reasonably convenient times for students and advisees; they shall be scheduled on at least two days per week; they shall be posted, distributed and included in all course syllabi; and they shall occur in the Bargaining Unit Faculty Member's faculty office or other facility equally convenient for students.

7.5.3 E-mail, online chat rooms, video chatting, audio chatting, and other types of electronic communication may supplement regular office hours but may not be used to replace opportunities for face-to-face meetings. However, a Member with all distance-learning teaching in a given term may schedule virtual office hours only, provided the Member is reasonably available in person, upon request, to students and advisees, and also reasonably available for service responsibilities.

7.6 Learning Environment. In order to maintain a safe and otherwise appropriate learning environment, AAUP-WSU and the University agree to the following measures.

7.6.1 When, in the judgment of a Bargaining Unit Faculty Member, a student in that Member's class is disruptive, the Member may remove the student from each class meeting in which the disruptive behavior occurs. The Member is also entitled to the assistance of the University Police Department in removing the student. If the Member believes the student's continued presence in

the course would be disruptive and wishes to have the student permanently removed from class, the Member must contact either the AAUP-WSU or the Office of the Provost to initiate the procedure described in Section 7.6.2.

7.6.2 The Member who teaches the class, a representative of the AAUP-WSU and a provost will confer as soon as possible (normally within twenty-four hours) regarding whether the student should be allowed to attend the Member's class pending the completion of the student disciplinary process. Unless both the provost and the AAUP-WSU representative conclude that the student should be permitted to attend class, the student shall not be permitted to return until the disciplinary process is completed.

7.6.3 The provost will be responsible for informing the student as to whether or not he or she may return to class and that a hearing on the matter will be held by the Office of Community Standards and Student Conduct as soon as possible.

7.7 Meetings.

7.7.1 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members at any reasonable times during the fifteen weeks of Fall and Spring Semesters.

7.7.2 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members at any other times during the calendar year--

1. if the need for committee meetings to be held outside academic semesters was communicated in writing to Members before they agreed to serve on said committee; or
2. if 100% of the TET and Members on a committee or in a department or college agree in writing to hold a meeting; or
3. if there is an emergency.

7.7.3 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members under circumstances other than those specified in Sections 7.7.1 and 7.7.2, but attendance at such meetings is voluntary and no evaluative or disciplinary consequences can occur because of a Member's presence or absence.

7.8 Summer Teaching Assignments. (See Section 23.6 regarding compensation for summer teaching.)

7.8.1 Bargaining Unit Faculty Members on academic year appointments shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless –

- They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
- they are denied opportunities for summer teaching as a disciplinary measure, or

- they have received an evaluation of "unsatisfactory" in teaching or service in the most recent annual evaluation pursuant to Section 11.2.1, or
- they have been given notice of termination or denied tenure in their final probationary year due, at least in part, to ineffective teaching, or
- they have completed a "terminal year" pursuant to Section 13.6.1, or
- they have resigned or retired with an effective date prior to or during the Summer Semester.

7.8.1.1 Effective with summer teaching in 2016, the provisions of Section 7.8.1 shall be modified as follows.

Faculty on academic year appointments in the Tenure-Eligible and Tenured Bargaining Unit and those in the Non-Tenure-Eligible Bargaining Unit shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless, for TET faculty, one of the exceptions listed in Section 7.8.1 applies, or, for NTE faculty, one of the following exceptions applies:

- They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
- they are denied opportunities for summer teaching as a disciplinary measure, or
- they have received an evaluation of “unsatisfactory” in teaching or service in the most recent annual evaluation pursuant to Article 11, or
- they have been given notice of termination due, at least in part, to ineffective teaching, or
- they have resigned or retired with an effective date prior to or during the Summer Semester.

7.8.2 Department bylaws may include a system to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available.

7.8.2.1 Effective with summer teaching in 2016, Section 7.8.2 is replaced by the following.

7.8.2.1.1 When the requests for summer teaching (by faculty on academic year appointments in the Tenure-Eligible and Tenured Bargaining Unit and those in the Non-Tenure-Eligible Bargaining Unit) exceed the opportunities available,

1. Teaching will be assigned first to Members with most seniority, which shall be calculated from the earliest date of continuous University employment as a full-time faculty member.
2. A second course will be assigned to no Member until every Member requesting teaching has been assigned one course, unless the Department Bylaws specify that two courses will be assigned to Members with the most seniority before the Member with the next highest Seniority is assigned a course. (Here and below, “a course” normally means one carrying at least three semester hours of credit.)
3. Second courses will be assigned first to Members with most seniority.

4. Members requesting teaching in a given summer who were assigned no courses will receive top priority for a first course in the subsequent summer (and among them, priority will be by seniority).
5. Members requesting two courses in a given summer who were assigned no courses will receive top priority for a first course and for a second course, too, in the subsequent summer (and among them, priority will be by seniority).
6. Members requesting two courses in a given summer who were assigned only one course will receive top priority for a second course in the subsequent summer (and among them, priority will be by seniority).

7.8.2.1.2 Effective with summer 2016, current (as of July 1, 2014) provisions in bylaws to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available are void. Bylaws may, however, include a new provision consistent with item #2 in Section 7.8.2.1.1.

7.8.3 The University may, at its discretion, award a Bargaining Unit Faculty Member more than six semester hours in a Summer Semester.

7.8.4 Except as in Section 7.8.6, when a Member with an academic year appointment has summer grant support, the provisions of Sections 7.8.1 and 23.6 shall apply with the following restrictions:

> Summer grant support plus summer teaching cannot exceed full time (the equivalent of 12 credit hours in a single summer), and
>
> combined pay for the grant support and teaching in a single summer cannot exceed 1/3rd of the Member's base salary.

7.8.5 When a Member with an academic year appointment is offered and accepts an administrative or service assignment from the University in the summer, and the compensation is the same as pay for teaching a course pursuant to Section 23.6, the university's obligation to provide teaching opportunities pursuant to Section 7.8 is correspondingly reduced. If the pay for an administrative assignment is 1/9th of a Member's base pay, for example, an administrative assignment will be treated as though it were a four-hour course.

7.8.6 When a Member is offered and accepts a summer teaching assignment that in combination with grant support and administrative assignments exceeds full time, the excess shall be considered an overload and will be paid pursuant to Section 23.5.

7.8.7 When the University and the AAUP-WSU agree in writing that valid pedagogical concerns require that a course be taught outside the academic year, and the Member teaching the course agrees to the arrangement in writing, the University may schedule the class in the summer or during the break between terms as an on-load assignment without additional compensation. Such courses might include extensive field trips, international travel, seasonal requirements (e.g. wetlands biology), or other components that make the alternative scheduling necessary. Either the University or the AAUP-WSU may revoke this agreement by notifying the other party in

writing. Once a class is so scheduled, any revocation will be effective when that class has concluded.

7.9 Off-Campus Teaching. Bargaining Unit Faculty Members who are assigned to teach courses at off campus locations as part of their regular teaching responsibilities shall be reimbursed for mileage, parking fees and tolls in accordance with University policy on travel. When such assignments necessitate travel beyond a twenty-five mile radius of campus, the Member will receive inconvenience compensation in an amount as determined by the University. The minimum inconvenience compensation for travel 26 to 50 miles from the Member's campus office shall be $30 per trip. The minimum inconvenience compensation for travel more than 50 miles, shall be $60 per trip. If inclement weather or other hazardous conditions prevail, then the Bargaining Unit Faculty Member shall also be reimbursed for hotel and meal expenses in accordance with the University policy on travel.

7.10 Internet Access. The University will provide all Bargaining Unit Faculty Members with internet access at no cost to the individual Member. The University will maintain internet connections in a manner consistent with other Ohio universities.

7.11 E-mail. The University recognizes the technological advantage of the e-mail system for communication in a university setting and will provide the basic software for e-mail communication to all Bargaining Unit Faculty Members at no cost to the Member.

7.12 Internet Security and Privacy.

7.12.1 The University and the AAUP-WSU recognize the University's right and obligation to provide the WSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University, and at the same time to treat faculty electronic mail ("email") and faculty computer files as private to the fullest extent permitted by law. The University and the AAUP-WSU agree that the rights and responsibilities of academic freedom apply to the use of the University's computer and network resources.

7.12.2 Except under extraordinary circumstances described below, access by University personnel to faculty email requires the permission of either the sender or the recipient of the message. Similarly, access by University personnel to the content of a computer file in a faculty computer account or otherwise located on University computer hardware assigned to a faculty member ordinarily requires the permission of the faculty member to whom the account or hardware has been assigned. The only extraordinary circumstances in which University personnel may read or otherwise access faculty email or faculty computer files without the permission of an individual faculty member are as follows:

- when ordered to do so by a court;
- when ordered to do so pursuant to a subpoena or other legally enforceable order;
- when the email or computer file is a "public record" as defined in ORC 149.43 and a proper request is made;
- when required to comply with the law;

- when in the normal operation and maintenance of the University's computer facilities, University staff inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;
- when emergency entry is necessary to preserve the integrity of the University's computer and network facilities or to preserve public health and safety;
- when the University has reasonable cause to believe that a "litigation hold" is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member's legal responsibility to maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold is released, the litigation is completed or the retention time requirements under the university's records retention policy are met, whichever comes last;
- when the University has reasonable cause to believe that a faculty member may be violating the law;
- when the University has reasonable cause to believe that the faculty member has committed academic misconduct; or
- when the University has reasonable cause to believe that immediate access is necessary to investigate a threat or to prevent physical harm to any person.

7.12.3 A Bargaining Unit Faculty Member who commits a criminal act through the use of the Internet access provided by the University shall be liable for all damages and costs incurred.

7.12.4 Whenever the University reads or otherwise accesses the e-mail or computer files of a Bargaining Unit Faculty Member without the Member's permission, the University will promptly notify AAUP-WSU unless the University has a reasonable belief that such notification might jeopardize the preservation of records that are needed to conduct an investigation pursuant to Section 7.12.2 or otherwise inhibit an investigation conducted pursuant to Section 7.12.2.

7.13 Library Privacy. Where possible, the University Libraries shall make a good faith effort to adhere to the American Library Association Code of Ethics regarding use of information about Bargaining Unit Faculty Members as library patrons.

7.14 Legal Protection.

7.14.1 The University shall provide legal representation to any Member of the Bargaining Unit who is named a defendant in a civil action based on performance of the Member's duties within the scope of employment. Legal representation will be at the Member's request, subject to the approval of the Ohio Attorney General and in accordance with Ohio law. Pursuant to Ohio Revised Code Section 9.87 the University shall seek indemnification from the state for liability or judgment of any Member of the Bargaining Unit resulting from the performance of his or her duties for the University. Nothing in this Section is intended to expand or conflict with current Ohio law.

7.14.2 As long as the University continues to provide liability insurance coverage pursuant to ORC 3345.202 for any member of the University Board of Trustees or any University officer,

the University shall continue to provide that level of liability insurance coverage for each Bargaining Unit Faculty Member.

7.15 Notice of Teaching Assignments. The parties agree that adequate notice of teaching assignments (here and below, meaning which courses they will teach, but not necessarily the scheduling of those courses at specific times) supports high quality instruction. Therefore, the University will make a good faith effort to inform Bargaining Unit Faculty Members of their teaching assignments at least two months before the beginning of any semester. Except under extraordinary circumstances, the University will inform Bargaining Unit Faculty Members of their teaching assignments at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term). Extraordinary circumstances include, but are not limited to, the death or illness or resignation of a faculty member which necessitates changes to teaching assignments in a department. When changes to teaching assignments are made in response to extraordinary circumstances after the aforementioned deadlines, the University will, in writing, promptly inform Members of any change(s) to their teaching assignments and the reason for the change(s).

7.15.1 The University will make a good faith effort to inform Bargaining Unit Faculty Members of the specific times when their assigned classes are scheduled at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term).

7.15.2 Bargaining Unit Faculty Members who are unable for medical reasons to accept a teaching assignment will promptly notify the University, with appropriate documentation, as far in advance as possible.

Article 8
AAUP-WSU Rights

8.1 General: In addition to other rights and privileges accorded elsewhere in this Agreement, the AAUP-WSU shall have the rights specified below.

8.2 Access: Duly authorized representatives of the AAUP-WSU shall have access to the University premises for the purpose of transacting official AAUP-WSU business.

8.3 Use of University Facilities at No Cost: The AAUP-WSU shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members. The AAUP-WSU shall be permitted reasonable use of University Web pages, electronic mail system, bulletin boards, faculty mail boxes, and University mail service for communication.

8.4 AAUP-WSU Office: The University will make space available to AAUP-WSU for an office. This office shall consist of at least two adjoining rooms; a conference room with no less than 160 square feet and an office with no less than 100 square feet. AAUP-WSU shall be responsible for the costs of telephone installation and service. The University will be responsible for normal custodial upkeep of this space. Should this space become unavailable, the University will find similar space for the AAUP-WSU office, with the University responsible for the costs associated with moving and reinstallation of phones and network ports.

8.5 Use of Printing Services: The AAUP-WSU shall be permitted the reasonable use of University printing and duplication services, on a "cost-for-use" basis. The charges to the AAUP-WSU for such services will not exceed those assessed against other on-campus groups or individuals.

8.6 Printing of Agreement: Not later than 90 days following the ratification of this Agreement, copies of this Agreement shall be printed at the University's expense. The University shall provide the AAUP-WSU with 700 copies of the Tenure Eligible and Tenured (TET) Faculty Agreement and 350 copies of the Non-Tenure Eligible (NTE) Faculty Agreement free of charge. The AAUP-WSU will distribute at least one copy of the Agreement to each Member of the respective Bargaining Unit. Further, the AAUP-WSU or its Members may purchase additional copies at cost.

8.7 The University will grant a pool of 9 course releases per fiscal year for the AAUP-WSU. During the term of the Agreement, the AAUP-WSU may purchase up to an additional 9 course releases per fiscal year at a rate of $550 per credit hour. In 2016-2017 the AAUP-WSU may purchase an additional three course releases to be used exclusively for its Negotiating Team Members at a rate of $550 per credit hour. The course releases described in this Section 8.7 are the total number of releases available to the combined TET and NTE bargaining units.

8.7.1 The AAUP-WSU may use its pool of course releases to grant release time from research to individuals not eligible for release time from teaching. The AAUP-WSU will certify that release time from research is equivalent to a specified number of three-hour

classes. Bargaining Unit Faculty Members receiving release time from research shall have the right to a proportionate adjustment in the relative weight assigned to their research in that year's annual evaluation pursuant to Section 11.2.6.

8.7.2 The following individuals are eligible to receive an award of release time from the AAUP-WSU Executive Committee: the President, Vice-President, Secretary, Treasurer, Communications Officer, Chief Negotiator, Negotiating Team Members, Grievance and Contract Administration Officer (GCA Officer), a maximum of two Assistant(s) to the GCA Officer, and members of the Faculty Governance Committee. No individual, except the Chief Negotiator, the President, and the GCA Officer, shall be given more than one (1) course release per semester. No individual shall be given course release(s) that eliminate all teaching in more than one semester per academic year.

8.7.3 Not later than April 1, the AAUP-WSU will, to the extent possible, provide the university with a list of course releases for the next academic year. As soon as possible, the AAUP-WSU will notify the University of any changes to this list. The AAUP-WSU will work in good faith with the University to minimize any disproportionate impact these course release provisions have on any particular department or college. However, the ultimate decision to release a faculty member from teaching remains the right of the AAUP-WSU.

8.8 Information Needed for Contract Implementation.

8.8.1 Not later than October 31 of each academic year, the University will furnish to the AAUP-WSU the name, academic department, rank, tenure status and base salary of each Member of the Bargaining Unit.

8.8.2 Changes to the Bargaining Unit Faculty, including promotions, terminations, and new hires, will be provided to the AAUP-WSU following confirmation by the Board of Trustees.

8.8.3 The University will provide to the AAUP-WSU copies of the "Official Proceedings" of meetings of the Board of Trustees, including the annual budget workshop.

8.8.4 Upon written request by the AAUP-WSU, the University agrees to provide to the AAUP-WSU such data and information that is available and that is necessary for the enforcement of this Agreement or the negotiation of future agreements.

Article 9
Academic Calendar

9.1 The academic year is divided into two semesters of fifteen weeks (fourteen weeks of instruction and one week of final examinations) plus a summer semester. The summer semester will consist of one twelve-week term (C Term) that is further divided into two terms of six weeks each (Terms A and B). The fall semester will end mid-December. When developing the calendar for a specific academic year the parties will make a good faith effort to include 70 instructional days in each semester. Standard course scheduling during these semesters will provide for 55 minute Monday-Wednesday-Friday classes and 80 minute Tuesday-Thursday classes.

9.1.1 The summer semester will begin on a Monday, one week after the end of spring semester final exams and includes final examination days on the last Thursday of A, B and C terms. Each six-week summer session has 23 instructional days with standard course scheduling of 100 minutes per class, plus one final exam period of 100 minutes, for a three semester hour class meeting four days a week during the summer. Use of the A term final examination day by C term classes is a matter of instructor discretion.

9.1.2 When a scheduled final exam is missed due to a campus closing or delayed opening, that 100 minute exam period will be automatically rescheduled for the same time period on the Monday immediately following exam week. When the University is closed for all or part of a second day of exam week, those missed exams will be automatically rescheduled for the same time period on the Tuesday following exam week. In like fashion, third, fourth and fifth days of missed exams will be rescheduled for Wednesday, Thursday, and Friday following exam week.

9.2 It is recognized that Bargaining Unit Faculty in matrix departments also follow the academic calendar set by the School of Medicine.

9.3 Holidays shall be observed in accordance with the provisions of Section 124.19 of the O.R.C., and as it may be amended. The following days are recognized as holidays:

Veterans Day	Martin Luther King Day
Thanksgiving	Memorial Day
Presidents' Day	Independence Day
Christmas	Columbus Day
New Year's Day	Labor Day

9.4 When a holiday falls on a Saturday or a Sunday, it will be rescheduled to either Friday or Monday, and no classes shall be scheduled, unless the holiday is rescheduled to another day, established through the negotiation process in Section 9.5.

9.5 Any rescheduling of holidays to times other than those outlined in this Agreement must be negotiated. It is recognized that the following holidays may have alternative days of observance negotiated:

Presidents' Day
Columbus Day

9.6 Since many religious observances occur on days not designated as legal holidays, the University and Bargaining Unit Faculty shall be flexible in accommodating the religious observances of faculty, students, and staff.

Article 10
Faculty Involvement in Governance

10.1 It is recognized that faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that faculty members can provide valuable contributions to all levels of the University administration. Bargaining Unit Faculty participation in governance consists of giving advice, making recommendations, and contributing to the establishment of bylaws as set forth in Section 10.4. During the term of this Agreement, Bargaining Unit Faculty participation in the governance of the University shall be no less than that provided for in this Article.

10.2 Faculty Senate. The University and the AAUP-WSU recognize that Bargaining Unit Faculty and non-bargaining unit faculty participation in University-wide governance will be exercised through an independent Faculty Senate and committees and councils created by the Senate. It is understood that the Senate is a representative assembly of the fully affiliated members of the faculty and its voting members are elected by them, and it shall exercise its authority in the governance of the University so as not to conflict with this Agreement.

10.3 Departmental and College Governance.

10.3.1 The University and the AAUP-WSU recognize the necessity of Bargaining Unit Faculty participating in departmental and college matters and acknowledge the important collegial relationships that exist between Bargaining Unit Faculty, the Department Chair, and the Dean.

10.3.2 When a Department Chair takes action (or elects not to act) following a recommendation from the majority of the combined TET and NTE Bargaining Unit Faculty in her or his department, the Chair shall inform them of such action and communicate the reasons for the decision either in writing or in a meeting with the TET and NTE Bargaining Unit Faculty. When a Dean takes action (or elects not to act) following a recommendation from the majority of the TET and NTE Bargaining Unit Faculty in her or his College, the Dean shall inform them of such action and communicate the reasons for the decision either in writing or in a meeting with the Bargaining Unit Faculty. The parties recognize that deans and chairs will not communicate reasons for their actions (or decisions not to act) that are based on confidential information.

10.4 College and Departmental Bylaws

10.4.1 Each college and each academic department, excluding the School of Medicine and the School of Professional Psychology, shall establish bylaws specifying procedures for the participation by appropriate TET and NTE Bargaining Unit Faculty in the governance of that college or academic department.

10.4.2 Except for the limitations on topics set forth in Section 10.4.2.1, the majority of TET and NTE Bargaining Unit Faculty in a department must approve departmental bylaws and amendments, and a majority of TET and NTE Bargaining Unit Faculty voting in a college must approve college bylaws and amendments. A majority of TET and NTE Bargaining Unit Faculty in the College of Nursing and Health and at the Lake Campus must approve the bylaws for their

units. All college and department bylaws and amendments must also be approved by the College Dean and by the Faculty Governance Committee (Section 10.4.8). Those bylaws and amendments for the matrix departments and for the College of Science and Mathematics that pertain to or have an impact on the School of Medicine must also be approved by the Dean of the School of Medicine. In this Section and elsewhere, "TET and NTE Bargaining Unit Faculty" refers to a single group made up of all Members in both bargaining units.

10.4.2.1 Only tenure eligible and tenured (TET) Members may vote on bylaws provisions that pertain to annual evaluation, promotion, tenure or other evaluations of TET Members, and only TET Members may serve on Committees that address these issues. Only members of the Graduate Faculty may vote on bylaws provisions that pertain to graduate education and curriculum, and only members of the Graduate Faculty may serve on Committees that address issues pertaining directly to graduate education and curriculum.

10.4.3 Departments or colleges that have difficulty with interpreting their bylaws may seek assistance from the Faculty Governance Committee.

10.4.4 All department and college bylaws and amendments shall be consistent with this Agreement.

10.4.4.1 The bylaws for each department will state procedures by which the TET and NTE Bargaining Unit Faculty give advice and make recommendations regarding --

- faculty appointment, reappointment, dismissal, promotion, and tenure;
- professional development and mentoring of new faculty;
- teaching assignments and class schedules, including summer and overloads;
- graduate and undergraduate curriculum and academic standards;
- faculty involvement in review of chairs; and
- issues affecting the department or college.

10.4.4.1.1 Peer Evaluation of Teaching
Department bylaws will specify that peer evaluation of teaching shall be conducted annually for all untenured Bargaining Unit Faculty Members and may specify times and circumstances when peer evaluation of teaching is to be conducted for tenured Bargaining Unit Faculty Members. Peer evaluation need not include class visitation unless it is specifically required in bylaws.

10.4.4.2 Department bylaws will also state criteria and procedures for promotion and for tenure of TET Bargaining Unit Faculty as well as scholarship criteria for annual evaluation of TET Members.

10.4.4.3 The bylaws for each college will state procedures by which Bargaining Unit Faculty give advice and make recommendations regarding --

- promotion and tenure;
- professional development leaves;
- graduate and undergraduate curriculum and academic standards;
- faculty involvement in review of deans; and
- issues affecting the college.

10.4.4.4 Bylaws for the College of Nursing and Health and for the Lake Campus will state procedures and criteria required for both department and college bylaws in Sections 10.4.4.1 through 10.4.4.3.

10.4.4.5 Departmental and college bylaws will provide for calling meetings and setting agendas, voting at meetings, naming committees, and such other procedures as may be needed for faculty participation in governance. It is understood that chairs and deans may form other faculty committees, as long as they do not conflict with or usurp the functions of committees named in the bylaws.

10.4.4.6 Questions about whether a search process is consistent with bylaws requirements for Bargaining Unit Faculty participation in faculty searches may be brought to either the AAUP-WSU or the Office of the Provost. A representative of the AAUP-WSU and a provost will confer as soon as possible and will provide a joint response; that response is not subject to grievance.

10.4.5 Recognizing that the University has sole authority to appoint, evaluate, retain and remove chairs and deans, department and college bylaws will state procedures by which Bargaining Unit Faculty give advice regarding the naming of chairs and deans.

10.4.6 Except as expressly limited by the terms of this Agreement or by approved bylaws, nothing in this Article or in the bylaws of any department or college shall limit management rights, as enumerated in Ohio Revised Code 4117.08 and in Article 6 of this Agreement.

10.4.7 Only TET Bargaining Unit Faculty may participate in making faculty recommendations pertaining to reappointment, dismissal, tenure, promotion, and evaluation of TET Bargaining Unit Faculty as provided for in Sections 10.4.4.1 through 10.4.4.4. However, non-Bargaining Unit faculty in the School of Medicine shall be permitted to participate in making recommendations pertaining to reappointment, dismissal, tenure, promotion, and evaluation of Bargaining Unit Faculty in matrix departments in a manner not inconsistent with department and college bylaws.

10.4.7.1 Except as may be provided elsewhere in this agreement only TET Bargaining Unit Faculty may participate in selecting or electing the TET Bargaining Unit Faculty who will serve on Promotion and Tenure Committees.

10.4.8 To facilitate development and any subsequent revision of department and college bylaws, the parties will maintain a joint Faculty Governance Committee composed of three (3) persons selected by and representing the AAUP-WSU and three (3) persons selected by and representing the University.

10.4.8.1 The University and the AAUP-WSU shall each designate one of the Committee members as a co-chair.

10.4.8.2 The presence of both co-chairs and at least one other member from the AAUP-WSU and one other member from the University shall constitute a quorum for all meetings. A quorum is necessary to approve any bylaws or any subsequent revisions to bylaws.

10.4.8.3 Any approval of new or amended college or department bylaws requires four (4) affirmative votes.

10.5 Bargaining Unit Faculty Participation in the Review of Chairs and Deans.

10.5.1 Informal Reviews of Chairs and Deans. Annually, Deans will solicit feedback from Bargaining Unit Faculty about the performance of their department chair, and the Provost will solicit feedback from Bargaining Unit Faculty about the performance of their dean. Chairs and deans will not be given the informal feedback pertaining to themselves until after the Bargaining Unit Faculty Members in their unit have received their annual evaluations pursuant to Section 11.2.

10.5.2. Formal Reviews of Chairs and Deans. At least every five years, the University will conduct formal reviews of chairs and deans to whom Bargaining Unit Faculty report. TET and/or NTE Bargaining Unit Faculty will be included on all review committees for chairs and deans who have Bargaining Unit Faculty in their units. All Bargaining Unit Faculty in the administrator's unit will be asked to respond to questions posed in the review. A final report that summarizes findings of the review will be made available to all Bargaining Unit Faculty in the administrator's unit.

Article 11
Annual Evaluation

11.1 The purpose of the University evaluation procedure described herein is twofold: to facilitate the professional development of Bargaining Unit Faculty; and to inform decisions regarding merit pay, reappointment, dismissal, tenure, and promotion. In this Article, whenever a reference to "department" is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For jointly appointed Bargaining Unit Faculty, "department" refers to the Member's "primary" department, which is the academic unit in which a Member is appointed more than 50% (see Section 11.2.10).

11.2 Except as noted in Sections 11.2.8, 11.2.8.1 and 31.6.2, the Department Chair shall conduct an annual evaluation of every Bargaining Unit Faculty Member's performance for the previous three calendar years in accordance with the **teaching and service** criteria set forth in Sections 11.3.1-11.3.2.2 and the Department's annual evaluation criteria for **scholarship** set forth in its bylaws pursuant to Section 10.4.4.2. If the Member has completed less than three calendar years of service, the Chair's evaluation will cover that period of time.

11.2.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the areas of -- **teaching and service** -- the Chair will provide a written evaluation and assign a score of 0 = "unsatisfactory," 1 = "conditional merit," 2 ="high merit," or 3 = "exceptional merit." The Chair's evaluation will be based on --

a) the criteria set forth in Sections 11.3.1-11.3.2.2 (these criteria shall supersede the annual evaluation criteria for teaching and service found in a Member's Departmental Bylaws);
b) the Member's assigned workload;
c) the Member's Faculty Activity Reports; and
d) other written materials available to the department chair and provided to the Member pursuant to Section 11.4.2.

11.2.1.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the area of **scholarship**, the Chair will provide a written evaluation and assign a score of 0, 1, 2, 3, or 4 based upon the Member's Faculty Activity Reports and the annual evaluation criteria for scholarship specified in the Member's Departmental Bylaws. This score shall apply to the Member's performance in scholarship over the immediately preceding calendar year.

11.2.1.2 The chair will then average the annual evaluation scores in scholarship given over the previous three years, and multiply this average by 0.75 (thus giving a three-year scholarship score in the 0-3 range). Any three-year scholarship score less than one will be rounded upward to 1, since shortcomings in scholarship expectations result in adjustments to the workload.

11.2.2 Faculty whose performance in the previous three calendar years meets reasonable expectations of their assigned workload as specified in the criteria listed below receive the "high merit" score of two (2).

Teaching

- Mostly positive student evaluations
- Satisfies all **essential** teaching related behaviors from the list in Section 11.3.1.1

Service

Untenured faculty**:**

- Meets expectations for **routine service** as described in Section 11.3.2.1.

Tenured faculty:

- Meets expectations for **routine service** as described in Section 11.3.2.1 and
- Meets requirements for **expected service** as described in Section 11.3.2.2.

11.2.3 A merit score of one (1), "conditional merit," is assigned when the Member's overall performance in the previous three years is below the expectations for "high merit" in the given category. Indicators of "conditional merit" include—

Teaching

- A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
- Minor shortcoming(s) in 3 or more **essential** teaching related behaviors, or
- Significant deficiencies in at least one essential teaching related behavior

Service

Untenured faculty**:**

- Falls short of meeting reasonable expectations of **routine service**

Tenured faculty:

- Quantity of service contributions represents less than the minimal requirements for **expected service,** or
- Quality of service contributions is clearly below reasonable expectations

11.2.4 A merit score of three (3), "exceptional merit," is assigned when the Member's overall performance in the previous three years is substantially above the expectations for "high merit" in the given category.

Teaching

In addition to fully meeting the criteria for "high merit," the Member is recognized by students and faculty for her or his unusually strong contributions to student success.

- Recognizing the Member as rigorous and challenging, students seek out her or his classes or laboratory, or request the Member as a thesis/dissertation advisor.
- Former students often credit the Member for their academic and professional success.
- Faculty colleagues recognize the Member's unusually strong contributions to teaching.
- The Member has received national recognition for her or his teaching.

Service

- The quantity of documented service contributions for which no additional course release is provided is at least twice the requirements for **expected service** and
- The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.

11.2.5 A merit score of zero (0), "unsatisfactory," is assigned when—

Teaching

- The Member's teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors).

Service

- The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.2.6 The Department Chair will then assign to each area a workload-based percentage from the appropriate range below that gives the Member the maximum possible overall average. Using the scores (0-3) for teaching and service (pursuant to Sections 11.2 and 11.2.1) and the scores (1-3) for scholarship (pursuant to Section 11.2.1.2) and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

Standard Workload

Teaching	50 - 60%
Scholarship	25 - 40%
Service	10 - 20%

Teaching Focused Workload

(One extra class in lieu of standard scholarship)

Teaching	65 - 75%
Scholarship	10 - 25%
Service	10 - 20%

Teaching Intensive Workload

(Two extra classes and keeping scholarship current)

Teaching	75 - 85%
Scholarship	10%
Service	5 - 15%

Service Focused Workload

(Extra service in lieu of standard scholarship)

Teaching	50 - 60%
Scholarship	10 - 25%
Service	25 - 35%

Service Intensive Workload
(Service assignment equal to one courses and keeping scholarship current)

Teaching	40 - 50%
Scholarship	10%
Service	40 - 50%

Research Focused Workload
(One course reduced for superior scholarship)

Teaching	35 - 45%
Scholarship	40 - 55%
Service	10 - 20%

Research Intensive Workload
(Two courses reduced for superior scholarship)

Teaching	20 - 30%
Scholarship	55 - 65%
Service	10 - 20%

Alternative Workload (Equivalent combinations of teaching and/or scholarship and/or service with percentage weightings, as agreed to by the Member and the Department Chair).

Changing Workload.
If the Member's workload changes during the three year period, the chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.2.6.1 The Chair may assign a different weighting from those listed above in either of the following situations:

a) The Chair is imposing discipline pursuant to Article 14.
b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.2.7 For Members who became Bargaining Unit Faculty Members or returned to the Bargaining Unit on or after January 1 of the preceding year, the provisions of Sections 11.2 through 11.2.6.1 will not apply unless –

- the Member's teaching was unsatisfactory, or
- the Member requests in writing to have annual evaluation scores for teaching, service, and scholarship, and "an overall score rounded to the nearest 10th" assigned in accordance with the provisions of Sections 11.2 through 11.2.6.1.

In all cases, the chair will provide a written evaluation of the Member's teaching, scholarship, and service to the extent it is feasible to do so.

11.2.8. The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for

more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member's job description and that are described in annual goals signed by the Bargaining Unit Faculty Member and the provost or vice president to whom she or he reports.

11.2.8.1 The Members evaluated by the Provost pursuant to Section 11.2.8 shall be considered as a department for purposes of annual evaluation and distribution of merit raises pursuant to Section 11.7. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.2.9 For a Member who was on approved sick or military leave for one or more semesters during the three previous calendar years, the Department Chair's evaluation will not penalize the Member for having taken such leave but will be based upon the part of the previous three calendar years during which the Member was not taking such leave.

11.2.10 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member's primary department should solicit information regarding teaching and service from the Chair of the department in which a Member's appointment is less than 50%. Information received is subject to Section 11.4.2.

11.2.11 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside his or her primary department, the Department Chair should solicit information from the dean, provost or vice president to whom the Member reports.

11.3 Teaching and Service Criteria for Annual Evaluation.

11.3.1 Teaching:

11.3.1.1 Essential teaching-related behaviors include, but are not limited to the following:

a. preparation and distribution of syllabi
b. meeting class on a consistent basis, including on-time arrival and dismissal
c. professional classroom behavior
d. effective organization of course content and lectures
e. effective communication with students in and out of the classroom
f. effective delivery of appropriate content material
g. effective processes and materials for evaluating student learning
h. meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and on line (when teaching distance learning)
i. teaching material that is current with the discipline

11.3.2 Service:

11.3.2.1 **Routine Service**: All Bargaining Unit Members are obligated to perform "routine service," which refers to basic faculty engagement in shared governance at the departmental

level. The routine service obligation can be met by regular attendance at departmental meetings (an obligation regardless of other service that Members may perform) plus effective service on one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or the equivalent. Equivalent activities include serving on committees outside the department, working within programs and departments, assisting in developing and coordinating the curriculum, participating in program assessment, and other activities. These opportunities for "routine service" may vary across the University, but the magnitude of the "routine service" obligation does not vary significantly from unit to unit.

11.3.2.2 **Expected Service**: All tenured Bargaining Unit Faculty Members are obligated to effectively perform "expected service," which involves some combination of active engagement and productive leadership. During the three year period under consideration, Members are expected to actively and effectively participate in at least six of the following "engagement" activities (an average of two per year) and two "leadership" activities, or another equivalent combination of engagement and leadership.

Engagement

- Productively serving on a department, college, or university-level committee
- Serving on the faculty Senate
- Directing and leading a study abroad program
- Coordinating service learning courses/activities
- Engaging in service to the community that uses one's professional expertise
- Serving as an active advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
- Mentoring and/or evaluation of peers (untenured TET BUFMs, tenured TET BUFMs of lower rank than the Member, NTE BUFMs, adjuncts, or graduate teaching assistants)
- Regular and active participation in professional organization activities
- Planning and coordination of WSU sponsored special events (such as language immersion days)
- Service to AAUP-WSU or the Ohio Conference of AAUP or the national AAUP
- The equivalent

Leadership

- Chairing an active and productive department, college, or university-level committee
- Developing internships or service learning courses, projects and partnerships
- Providing formal and substantial faculty mentoring
- Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising
- Coordinating a substantial college, campus or community event or a policy or process change within the college
- Actively promoting alumni relations or engaging in fundraising
- Exercising documented leadership that draws on professional expertise outside the university in a professional or community association
- Effectively chairing a major government or community board

- Editing a substantial professional journal
- The equivalent.

The assigned duties of service for which a reduction in teaching is provided are not counted as engagement or leadership, as listed above. Extra initiatives and leadership in such a role, however, should be considered as engagement or leadership, as appropriate.

11.4 In preparation for the Chair's evaluation, all Members of the Bargaining Unit will submit to the Chair by January 31—

(1) a list of their publications and grants during the preceding five calendar years,
(2) a report of their scholarly activity during the previous calendar year not listed in (1), and
(3) a report of their teaching and service during the preceding three calendar years.

11.4.1 In addition to any materials required by this Agreement or by Department bylaws, Bargaining Unit Faculty may include whatever material will provide evidence of successful teaching, scholarship or service.

11.4.2 The Department Chair may use other written materials if they document the Chair's direct observation or are from identifiable sources. The Bargaining Unit Faculty Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member's response in writing her or his annual evaluation.

11.4.3 The Department Chair will use, in the annual evaluation, all peer evaluations of teaching (Section 10.4.4.1.1) she or he has received (if any) pursuant to Section 11.6.1.

11.4.4 After conducting the evaluations, the Department Chair will send to each Member of the Bargaining Unit a copy of his or her evaluation.

11.5 The Member who disagrees with the Chair's evaluation may send a written response to the Chair. This rebuttal shall be stapled to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office as described in Section 13.3.

11.6 Annual Review for Untenured Bargaining Unit Faculty Members

11.6.1 Included in the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement reflecting peer evaluation of the individual's teaching effectiveness (Section 10.4.4.1.1). The Chair and the tenured Members of the Bargaining Unit in the Department share joint responsibility for ensuring that peer evaluation is conducted each year.

11.6.2 Included with the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement from the Chair summarizing the individual's cumulative progress toward obtaining tenure. (Section 13.7.1)

11.6.3 Independent of the Chair's annual evaluation, the Department Promotion and Tenure Committee shall provide all untenured Members of the Bargaining Unit with an annual statement

summarizing the individual Member's cumulative progress toward obtaining tenure. (Section 13.7.1)

11.7 The merit raise m_i for an individual Bargaining Unit Faculty Member will be determined as follows.

$$m_i = \frac{p_i}{\sum_{j=1}^{n} p_j} \times \frac{M}{2} + \frac{p_i \times b_i}{\sum_{j=1}^{n} p_j \times b_j} \times \frac{M}{2}$$

where:

- M is the total merit pool for the Member's department $M = \sum_{j=1}^{n} b_j \times r$
- r is the percentage merit increase as specified in Sections 23.2.2 and 23.3.2
- n is the number of Bargaining Unit Faculty in the Member's department
- p_i is the Member's "overall score rounded to the nearest 10th" as specified in Section 11.2.6
- b_i is the Member's base salary
- p_j and b_j are the overall score and base salary, respectively, for all the Bargaining Unit Faculty in the Member's department. (Here, j is equal to 1,2,3, and so forth, up to n.)

11.7.1 In departments where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises m_i will be calculated as follows:

1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary b_i by 9/11ths to obtain an adjusted base salary b_i*.
2. These adjusted base salaries b_i* will be used in place of the corresponding fiscal base salaries b_i to compute an adjusted total merit pool M*.
3. The adjusted base salaries and the adjusted total merit pool M* will be used to compute the merit raise m_i of each faculty member on an academic year appointment and the adjusted merit raise m_i* of each faculty member on a fiscal year appointment.
4. For each faculty member on a fiscal year appointment, this adjusted merit raise m_i* will be multiplied by 11/9ths to determine the Member's actual merit raise m_i.

If the merit pool M calculated in accordance with Section 11.7 using the actual base salaries of all Bargaining Unit Faculty (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.7.1, then the University will adjust the pool to provide sufficient funds.

11.7.2 The merit raise for a Bargaining Unit Faculty Member who has no calculated overall score pursuant to Section 11.2.7 shall be computed by assigning the Member the average of the overall scores in her or his department pursuant to Section 11.2.6.

11.7.3 A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.

11.8 Annual Evaluation Grievances.

11.8.1 Grievances alleging that a Department Chair's annual evaluation of a Bargaining Unit Faculty Member did not reasonably comply with a specific provision(s) of this Agreement or with a specific provision(s) of the Department or College Bylaws may be filed relating to a single year's evaluation.

11.8.1.1 Grievances pursuant to Section 11.8.1 must be filed not later than forty (40) days after a Bargaining Unit Faculty Member receives her or his annual evaluation or by June 1, whichever is later. Otherwise, procedures for such grievances are as specified in Article 16.

11.8.2 Grievances alleging that a Department Chair's annual evaluations of a Bargaining Unit Faculty Member have been inconsistent with evaluations of other Members or in any other way involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.8.2.1 Upon receiving a grievance pursuant to Section 11.8.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant's department.

11.8.2.2 The appellant's current department chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the department chair's statement.

11.8.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant's department chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

11.8.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.8.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant' s current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.8.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

11.9 Because these new procedures and criteria represent a significant change from previous practice, the AAUP-WSU and the University will meet in April 2015, 2016 and 2017 to review whether scores have been assigned consistently within each department and in a manner consistent with the applicable criteria as specified elsewhere in this Article 11 and (for

scholarship) in departmental bylaws. If the parties are not able to agree on needed adjustments (if any), and AAUP-WSU believes either that scores have not been assigned in a consistent manner within each department, or that scores have been assigned in a manner not consistent with the applicable criteria, then AAUP-WSU can take the matter directly to arbitration as specified in Section 16.6 and subsections.

Article 12
Student Evaluation of Learning and Teaching

12.1 During the 2014-2015 academic year and in the Summer Semester, 2015, all Members of the Bargaining Unit shall be evaluated in each teaching semester and at least once each academic year in each different course taught using a University Student Evaluation of Instruction form approved by the University and the AAUP-WSU. Such agreed upon forms are the only instrument for the University to collect anonymous student feedback on the individual teaching performance of a Bargaining Unit Faculty Member to be used for annual evaluation, promotion and tenure or any other matter pertaining to terms and conditions of employment.

12.1.1 For untenured Bargaining Unit Faculty Members, all information from these evaluations will be sent to the Member's Department Chair.

12.1.2 For tenured Bargaining Unit Faculty Members, all numerical information from these evaluations will be sent to the Member only, and the comments portion of the form will be sent to the Member's Department Chair.

12.1.3 In Sections 12.1.1 and 12.1.2, for Members with joint appointments, the Department Chair refers to the Member's "primary" department as defined in Section 11.1.

12.1.4 When a Member teaches a course outside the Member's department (meaning "primary" department for Members with joint appointments), information specified in Sections 12.1.1 and 12.1.2 will be sent first to the Chair of the department (or Director of the program) that offers the course, who reviews the information and then forwards it to the Chair of the Member's department, who reviews the information and arranges for it to be maintained pursuant to Section 13.3.1.

12.2 The Bargaining Unit Faculty Member shall not comment upon the evaluation, administer it, be present during its administration, collect evaluations from students, or return evaluations to the department or college office.

12.2.1 Absent extraordinary circumstances, a student evaluation of instruction form will be administered no earlier than the last week of class; or at the end of the unit of instruction for Bargaining Unit Faculty in the School of Medicine or other team taught classes.

12.2.2 To the extent permitted by law, Deans, Department Chairs and Bargaining Unit Faculty will restrict access to student evaluation forms to those persons who have a need to view the information. No student worker will be assigned to type comments from the forms if she or he is enrolled in a class taught by a faculty member from that department.

12.3 Should a Bargaining Unit Faculty Member believe that there are compelling reasons why an evaluation of a specific course in a given semester should not be considered in evaluative decisions, he or she may submit a written request for exclusion to the Department Chair. The Chair shall respond to this request in writing. Both this request and the Chair's written response shall be appended to the Member's annual evaluation.

12.4 The University and the AAUP-WSU recognize that student evaluations of teaching are important indicators of teaching effectiveness, but numerical scores from these evaluations alone neither confirm nor deny an individual's effectiveness. Thus, the Chair shall consider additional factors besides such numerical scores in evaluating a Bargaining Unit Faculty Member's teaching.

12.4.1 Low numerical scores or scores that are below college or department averages do not confirm ineffective teaching. Additional measures are needed to determine the Bargaining Unit Faculty Member's teaching effectiveness.

12.4.2 High numerical scores or scores above college or department averages do not confirm effective teaching. Additional measures are needed to determine the Bargaining Unit Faculty Member's teaching effectiveness.

12.5 The University may compute average numerical scores from student evaluations on a department, program, college, or University basis. However, such averages should not reveal the scores of any individual tenured Bargaining Unit Faculty Member.

12.6 Any modification of the Student Evaluation of Instruction Form shall be approved by both the University and the AAUP-WSU.

12.7 The Department will maintain the Student Evaluation of Instruction forms or transcribed comments and all quantitative reports received by the Department Chair during at least the past seven years for every Bargaining Unit Faculty Member. (Section 13.3.1)

12.8 Beginning Fall Semester, 2015, all tenured Members of the Bargaining Unit shall be evaluated in each course they teach with an online Student Evaluation of Instruction form to be developed by the AAUP-WSU and the University.

12.8.1 The online form will include short answer questions about the Member's teaching effectiveness and will not solicit numerical information about the Member's teaching.

12.8.2 Results from the online Student Evaluation will be made available to the individual Member, to the Chairs and Directors identified in Section 12.1.4, to the Member's Dean, and to any Bargaining Unit Faculty Members charged with the Member's peer review of teaching (Section 10.4.4.1.1) or progress toward tenure.

12.8.3 The AAUP-WSU and the University agree that the provisions of Sections 12.8-12.8.2 are experimental, and the University has the right to return at any time to the form and procedures in use prior to Fall 2014 and as set forth in Sections 12.1-12.6.

12.8.4 If the online evaluation form and procedures described in Sections 12.8-12.8.2 are successful, the University and the AAUP-WSU anticipate extending their use to all Bargaining Unit Faculty and agree to consider such possibilities during negotiations for a successor Agreement in 2017.

Article 13
Promotion and Tenure

Outline			
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		.4 Candidate submits P&T Document (by deadline specified in Appendix D)	
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		Notification	
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		.7 Opportunity for Rebuttal from Candidate (deadlines, purposes, length restrictions); Promotion and Tenure File transmitted to the Dean	
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		.12 Recommendations forwarded to President; President forwards recommendations to Board of Trustees; Board of Trustees announces decisions	
13.14	Promotion and Tenure Appeals		
13.15	Promotion and Tenure Grievances		

13.1 Promotion and tenure are milestones in the continual process of faculty development. Bargaining Unit Faculty have the responsibility to help in the development of their colleagues. The University and AAUP-WSU affirm that faculty promotion and tenure are indispensable for the proper functioning of the University. Tenure ensures the retention of talented permanent faculty, secures faculty autonomy and forms the basis for the development of an intellectual community. Above all, tenure protects the academic freedom of faculty to conduct their teaching and research without constraint by interests both inside and outside the University or economic pressures.

13.2 Definitions

13.2.1 Promotion is the advancement in professorial rank according to each department's bylaws

13.2.2 Tenure is a commitment by the University to provide continuous appointments which can be terminated only by resignation, retirement, removal for cause (Article 15), or retrenchment (Article 17).

13.2.3 A Probationary Period consists of the time during which an untenured Bargaining Unit Faculty Member is eligible to work toward tenure.

13.2.4 Matrix Bargaining Unit Faculty Members are those Members who are eligible for continuances in the Boonshoft School of Medicine. Likewise, a matrix department is one in which a majority of the BUFMs are eligible for continuances in the Boonshoft School of Medicine.

13.2.5 The Promotion and Tenure Document consists of the items specified in Sections 13.10.1 through 13.10.8 that the candidate seeking promotion and/or tenure submits to the Department Chair.

13.2.6 The Promotion and Tenure File consists of the Promotion and Tenure Document and additional items specified in Section 13.12 and its subsections.

13.3 Promotion and Tenure Records

13.3.1 The University shall maintain in Department or College offices the following items for each Bargaining Unit Faculty Member:

- the original letter of appointment as a Bargaining Unit Faculty Member (Section 13.4) and any attachments, addenda, and superseding letters;
- a copy of the departmental criteria for promotion and tenure applicable at the time of appointment (Section 13.4.1);
- a signed copy of any written agreements about changes to the probationary period pursuant to Sections 13.5.4 and subsections;
- annual evaluations by the Department Chair (Section 11.2) and any written rebuttals to the annual evaluation (Section 11.5);
- peer evaluations of teaching (Sections 10.4.4.1.1 and 11.6.1);

- annual statements summarizing cumulative progress toward tenure from the Department Chair (Section 11.6.2) and from the Department Promotion and Tenure Committee (Section 11.6.3);
- statements summarizing cumulative progress toward promotion from the Department Promotion and Tenure Committee (Section 13.7.2);
- Student Evaluation of Instruction forms or transcribed comments and all quantitative reports received by the Department Chair during at least the past seven years (Sections 12.1.1, 12.1.2, and 12.7).

13.3.2 When removing student evaluation forms, transcribed comments, or quantitative reports, the university will send them to the Bargaining Unit Faculty Member to whom they pertain.

13.3.3 The University shall maintain copies of all Promotion and Tenure Files submitted by deans to the University Promotion and Tenure Committee.

13.4 Letters of Appointment

13.4.1 At the time of initial appointment, a Bargaining Unit Faculty Member beginning a period of probationary tenure-track service shall be provided with a written statement outlining for the Member:

- initial teaching responsibilities;
- any special equipment or other special resources (including initial access to lab space) necessary for the Member's research to be provided by the University;
- reporting structure;
- applicable departmental criteria for promotion and tenure;
- maximum length of the probationary period.

These items must be incorporated into the letter of appointment or attached to it. In addition, the letter of appointment must state that on accepting the offer and beginning employment as a tenure track faculty member, the candidate will be covered by this collective bargaining agreement. If the Member is to begin employment between January 1 and the end of the Spring Semester, the letter must include an explanation pursuant to Section 11.7.3. A copy of the Collective Bargaining Agreement (CBA) and Department Bylaws will be provided with the letter of appointment or alternatively the letter will contain a web address with a link to the current CBA and Department Bylaws. AAUP-WSU will be provided with copies of all letters of appointment.

13.5 Probationary Periods

13.5.1 The maximum duration of the probationary period, as set forth in the letter of appointment of each Member, shall be no more than two years for Professors, three years for Associate Professors, and six years for Assistant Professors.

13.5.2 Any tenure-track Assistant Professor who leaves the University before the end of the probationary period and then is rehired by the University as a Bargaining Unit Member will

normally have a probationary period equal to six years minus the number of full years he or she was previously employed on a tenure-track at the University. If the individual's absence from Wright State was for three full years or longer, then the probationary period will be at least three years. If during her or his absence from Wright State the individual obtains a terminal degree in a new field, then the restrictions to the probationary period pursuant to Section 13.5.2 will not apply.

13.5.3 If a Bargaining Unit Faculty Member begins employment January 1 or later, the partial academic or fiscal year shall not count as part of the probationary period.

13.5.4 Bargaining Unit Faculty Members may be granted, upon request, a one-year extension of the probationary period because of any of the following:

- the birth of a child or adoption of a child under age six;
- the need to devote substantial time to the care of a seriously ill or injured person (see Section 13.5.4.1);
- serious illness or injury of the untenured Bargaining Unit Faculty Member (see Sections 13.5.4.1 and 13.5.4.2);
- active military service as a member of the National Guard or Reserves for a period of time exceeding four months (see Section 13.5.4.3);
- an unpaid leave of at least one semester duration, including FMLA leave, that has been granted by the University, unless the leave is for a visiting professorship at another university;
- other reasons for which there is a signed agreement between the University and the AAUP-WSU.

13.5.4.1 With a request for extension of the probationary period related to serious illness or injury, the Member should submit a letter from an appropriate, licensed medical or mental health professional concerning the illness or injury.

13.5.4.2 The University has the right to require a second opinion to confirm the diagnosis and the potential limitations it places on the Bargaining Unit Faculty Member. If the University requires a second opinion, it will be at the expense of the University.

13.5.4.3 The University and AAUP-WSU will jointly determine the number of one-year extensions granted for military service. A Bargaining Unit Member must submit a written request to the Office of the Provost and AAUP-WSU, including proof of military service, within 60 calendar days after returning to work at the University.

13.5.4.4 An extension of the probationary period may be granted only if one of the following conditions is met:

- The Member has not yet begun the third year of the probationary period.
- The Member has not yet begun the fifth year of the probationary period, and the Member's statements summarizing progress toward tenure (Section 13.7.1) confirm that

his or her accomplishments in teaching, scholarship, and service were progressing appropriately toward meeting the criteria for tenure.

- The Member's statements summarizing progress toward tenure (Section 13.7.1) confirm that (1) her or his accomplishments in teaching and service meet the bylaws-specified criteria for tenure, and (2) the Member has completed at least 50% of the scholarship required by the bylaws (publications accepted, grants funded, and the equivalent).

13.5.4.5 A request to extend the probationary period must be made at least five months before the Promotion and Tenure Document submission deadline (Section 13.13.4) specified in Appendix D in the final year of the probationary period [for example, must be made by April 14, 2015 by Members for whom 2015-2016 is the final year of the probationary period]; it must be made in writing to the Dean, with a copy to the AAUP-WSU. If the request is made after the Member has begun the third year of the probationary period, the Dean will seek recommendations regarding progress toward tenure from the Department Chair and Department Promotion and Tenure Committee. In all cases, the Dean will consult with the Provost, determine whether to grant an extension of the probationary period, and notify the Bargaining Unit Faculty Member in writing within thirty (30) working days after receiving the request. However, when a request is received after May 1 of any year and the majority of the Department Promotion and Tenure Committee's members are on academic appointments, the Dean's notification will be no later than October 1.

13.5.4.6 Under exceptional circumstances, a Member may be granted a second one-year extension for any of the reasons specified in Section 13.5.4. The University and AAUP-WSU will jointly determine whether to grant a second one-year extension.

13.6 Termination of an untenured Bargaining Unit Faculty Member

13.6.1 An untenured Bargaining Unit Faculty Member who

- fails to obtain tenure during the probationary period; or
- fails to complete, within one year of the initial appointment date, any degree specified as required in the appointment letter

will be terminated after one additional year of service, during which the Member will not be considered for tenure. Moreover, the completion of any degree will not reverse the termination.
13.6.2 An untenured Bargaining Unit Faculty Member may be terminated because of

- deficient performance in teaching, scholarship or service (Section 13.6.3);
- offenses defined in Section 15.3; or
- retrenchment (Article 17).

13.6.3 The Dean may terminate an untenured Bargaining Unit Faculty Member for deficient performance in teaching, scholarship or service. Before deciding to do so, the Dean must consult with the Department Promotion and Tenure Committee. The Committee will have the opportunity to meet, to discuss the case, and to make recommendations to the Dean before the Dean makes any decision regarding termination for deficient performance.

13.6.3.1 If the Dean does terminate an untenured Bargaining Unit Faculty Member for deficient performance, the Dean will notify the Member in writing, with a copy to AAUP-WSU.

13.6.3.2 If the written notice of the termination for deficient performance is made by February 1 of the probationary period's first year, no further requirements apply. Otherwise, the termination for deficient performance can occur only if (1) such deficient performance was specified in a written evaluation, (2) at least two academic semesters were given to address any deficiency, and (3) any deficient performance continued; and, the written notice shall be made at least twelve months in advance of termination of employment.

13.6.4 Untenured Bargaining Unit Faculty Members can also be terminated pursuant to Article 15 for any of the reasons set forth in Section 15.3.

13.6.4.1 A Bargaining Unit Faculty Member who has been charged with one or more offenses defined in Section 15.3 shall not receive tenure before the process prescribed by Article 15 (including external arbitration pursuant to Section 15.16 if applicable) has run to completion. If a Member is exonerated and the charges delayed her or his grant of tenure, the tenure (and promotion, if applicable) shall be made retroactive to the date it would otherwise have taken effect. If the Member is not exonerated, tenure will be denied and the Member terminated pursuant to Article 15.

13.7 Reports on Progress Toward Tenure and Promotion

13.7.1 Except during the first year of the probationary period, all untenured Bargaining Unit Faculty Members shall receive annual written statements summarizing their cumulative progress toward obtaining tenure from both their Department Chair and their Department Promotion and Tenure Committee (Sections 11.6.2 and 11.6.3).

13.7.2 Reviews of tenured Bargaining Unit Faculty Members are only performed at the request of the Member. The Department Promotion and Tenure Committee shall provide any tenured faculty member in the Bargaining Unit a statement summarizing the individual Member's progress toward promotion provided the Member requests it in writing by the first day of classes of the Spring Semester; such a request must be sent to the Chair of the Department Promotion and Tenure Committee with a copy to the Department Chair.

13.7.3 Statements made pursuant to Sections 13.7.1 and 13.7.2 should be completed and made available to Bargaining Unit Faculty at least one month before the deadline for initiating the Promotion and Tenure process specified in Appendix D (e.g., in 2015, by February 23, 2015).

13.8 Criteria for Tenure and for Promotion

13.8.1 Criteria that a Bargaining Unit Faculty Member must meet to be tenured and to be promoted are specified in every department's bylaws.

13.8.1.1 Department bylaws may specify more than one set of criteria to accommodate differences in academic specialties or assignments of Bargaining Unit Faculty in the department.

13.8.1.2 Each department's criteria address the standards of acceptable performance in teaching, scholarship and service, and the methods for evaluating teaching, scholarship and service.

13.8.1.3 Departmental criteria and procedures should specify the extent to which previous work shall be credited to the Bargaining Unit Faculty Member. Previous work refers to publications or other academic work in teaching, scholarship or service which was substantially completed prior to tenure-track appointment at Wright State.

13.8.1.4 Every candidate for promotion and/or tenure must be evaluated according to the criteria in departmental bylaws and no other. That is, Department Promotion and Tenure Committees, Department Chairs, College Promotion and Tenure Committees, Deans, the University Promotion and Tenure Committee, the Provost, the University President, and the Board of Trustees cannot impose their own criteria. Moreover, the criteria in departmental bylaws must be taken as necessary and sufficient. That is, if a candidate meets the criteria established in bylaws, then he or she does merit promotion and/or tenure, and the recommendations of all committees and individuals must be written (and the final decision of the Board of Trustees must be made) accordingly. No bylaws criterion can be ignored or dismissed, and no additional criteria can be imposed at any point in the Promotion and Tenure process.

13.8.1.5 Quantitative requirements in bylaws assume that the Member's accomplishments are of high quality, consistent with customary standards throughout the college. Unless otherwise specified, publications must be scholarly, peer reviewed, and in legitimate journals or books; grants must be external and competitive; committee service must be active and engaged; and so forth.

13.8.1.6 "Vanity press" books and articles published in "predatory" journals may not be used to satisfy requirements for tenure or promotion. Predatory journals typically are open access, charge a publication fee, span numerous disciplines without any recognized focus, and have no clear connection with recognized professional associations. Publication fees, agreements that authors will be responsible for a minimum number of sales, and lack of connection to a university or recognized academic publisher are possible indicators of a vanity press.

13.8.1.7 When a qualitative judgment about the quality of a candidate's work, pursuant to Sections 13.8.1.5 or 13.8.1.6, factors into a recommendation to deny promotion and/or tenure, the Committee, Department Chair or Dean making the recommendation is obligated to clearly and specifically explain the judgment that was made and the evidence that supports it.

13.8.2 An untenured Bargaining Unit Faculty Member seeking tenure or promotion and tenure may choose to be considered according to criteria specified in any version of the Member's Departmental bylaws that were in effect during the probationary period or specified in the letter of appointment.

13.8.3 A tenured Bargaining Unit Faculty Member seeking promotion may choose to be considered according to criteria specified in any version of the Member's Departmental bylaws that were in effect during any time within six years before the date on which the requested promotion would be effective.

13.8.4 Department promotion and tenure criteria and procedures may be amended by approval of the Bargaining Unit Faculty of a department, the Dean, and the Faculty Governance Committee.

13.8.5 All Bargaining Unit Faculty Members in a department shall be notified, either in writing or electronically, when departmental promotion and tenure criteria or procedures are changed.

13.8.6 Tenured Members may choose to be considered for promotion in any year.

13.8.7 Untenured Members may choose to be considered for promotion and tenure (or tenure only) in any year during their probationary period.

13.8.8 Bylaws criteria that state or clearly imply the need to demonstrate a pattern of performance over time (such as teaching effectiveness, service participation or leadership, research recognition, and so forth) require a minimum of two years to be met. Thus, a Member who demonstrates the required pattern of performance over two academic years may initiate the promotion process by the deadline specified in Appendix D (e.g., March 23, 2015) of the second of those years for consideration during the following academic year. In exceptional cases a Department Promotion and Tenure Committee may initiate a Member's consideration for promotion and/or tenure earlier.

13.8.9 Tenure shall be granted to those Assistant Professors who are promoted to the rank of Associate Professor. Only under exceptional circumstances shall Assistant Professors be granted tenure without promotion to Associate Professor, and then only if department bylaws contain criteria for tenure at the rank of Assistant Professor.

13.9 Participants in the Promotion and Tenure Process.
All grants of tenure or promotion are made by the Wright State University Board of Trustees based on review and recommendations from the committees and individuals named in Sections 13.9.1 through 13.9.6, below.

No participant shall have more than two votes, or (in the case of a Dean) one vote and a required individual statement, on a candidate's promotion and/or tenure. That is, a Bargaining Unit Faculty Member may vote on two, but not all three Promotion and Tenure committees (Department, College, University) in a specific case. Ineligibility to vote shall not be considered the same as abstention.

13.9.1 A Department Promotion and Tenure Committee

The Department Chair may serve as a non-voting member of the Department Promotion and Tenure Committee if permitted by the department's Bylaws. Also, Boonshoft School of Medicine faculty members may serve on a matrix department's promotion and tenure committee, if permitted by the department's bylaws. Otherwise, only tenured Bargaining Unit Faculty Members may serve on department promotion and tenure committees. The Committee composition and voting rights of department faculty are specified in departmental bylaws. The Committee shall be composed of at least three (3) voting members. The provisions in this

Section and in Section 13.9.2 do not apply to the College of Nursing and Health or Lake Campus, which do not have a department level.

13.9.2 The Department Chair

13.9.3 A College Promotion and Tenure Committee

This Committee shall be composed of the Dean, who does not vote at the college level, and at least five tenured faculty members, at rank of Associate Professor or above, who are chosen according to procedures developed by the college. College bylaws specify the selection and composition of the committee and its operational rules and procedures, including selection of the Committee Chair. Except in the Boonshoft School of Medicine and the School of Professional Psychology, only Bargaining Unit Faculty Members may serve as voting members on college promotion and tenure committees.

13.9.3.1 The Boonshoft School of Medicine Faculty Promotion and Advancement Committee

This Committee shall make a recommendation for a Bargaining Unit Faculty Member only if the Member is a Matrix Bargaining Unit Faculty Member having a primary appointment in a Matrix Department.

13.9.4 The Dean

13.9.4.1 The Boonshoft School of Medicine Dean

This individual shall make a recommendation for a Bargaining Unit Faculty Member only if the Member is a Matrix Bargaining Unit Faculty Member having a primary appointment in a Matrix Department.

13.9.5 The University Promotion and Tenure Committee

This Committee shall be chaired by the Provost. It shall include the deans of the College of Education and Human Services, the College of Engineering and Computer Science, the College of Liberal Arts, the College of Nursing and Health, the College of Science and Mathematics, the Lake Campus, the Raj Soin College of Business, the Boonshoft School of Medicine, and the School of Professional Psychology; and one Professor elected by each of the nine aforementioned units; and one Professor-at-large, who is a Member of the Bargaining Unit, to be elected by the Bargaining Unit Faculty through an election conducted by the AAUP-WSU. All Professors must be tenured Members of the Bargaining Unit, except those representing the Boonshoft School of Medicine and the School of Professional Psychology. Faculty who hold administrative positions of assistant dean or higher are not eligible for election to the University Promotion and Tenure Committee. An academic unit which does not have a Professor eligible for election may elect a Professor from another academic unit. Deans and faculty from colleges or schools which do not have tenure cannot vote on a tenure case with the following exception: The Dean and representative faculty member from the Boonshoft School of Medicine are eligible to vote on tenure cases involving matrix Bargaining Unit Faculty having primary appointments

in matrix departments. A simple majority is required of all eligible Committee members who are present and voting on all tenure and/or promotion cases. Only members of the University Promotion and Tenure Committee may attend University Promotion and Tenure Committee Meetings except as noted below. The University Promotion and Tenure Committee will be staffed by two tenured faculty members: one selected by the Provost and one selected by AAUP-WSU. These professors chosen to staff the Committee will attend the Committee meetings and both will share the clerical duties of counting votes and both will be available, as needed, to interpret this Agreement and respond to questions concerning this Agreement.

13.9.6 The University President

13.10 The Promotion and Tenure Document.

The candidate's Promotion and Tenure Document (Section 13.2.5), as submitted by the candidate on or before the deadline specified in Appendix D (e.g., in 2014, September 8), may not be altered without permission of the candidate and the Department Chair. The Document cannot be altered after it has been voted on by the College Promotion and Tenure Committee. The Document becomes part of the tenure and promotion file to which the candidate may add only letters of rebuttal and/or evidence to support the letter(s) of rebuttal. A rebuttal letter and supporting evidence may confirm publication of an item listed in the curriculum vitae as under review, but it cannot admit previously unlisted works into the Member's record of scholarship. The Document shall contain the items listed in Sections 13.10.1 through 13.10.8 below, and the candidate will arrange these items in the order listed (e.g., candidate review statement first, applicable promotion and tenure criteria second, etc.).

13.10.1 the candidate review statement, which shall include a list of appended items, if any (Appendix A).

13.10.2 applicable department promotion and tenure criteria.

13.10.3 written notification from the Dean (Section 13.5.4.5) of any approved extension(s) of the probationary period.

13.10.4 reports on peer evaluation of teaching (Section 10.4.4.1.1).

13.10.5 the annual statements from the Department Chair and Promotion and Tenure Committee indicating the candidate's progress toward tenure received during the probationary period (Section 13.7).

13.10.6 evidence of teaching effectiveness. Untenured Bargaining Unit Faculty Members who are applying for tenure must include a statistical summary and frequency distributions of all required student evaluations of teaching pursuant to Section 12.1 of this Agreement, unless stipulated otherwise in departmental bylaws.

13.10.7 the candidate's curriculum vitae, which must include a description of the candidate's teaching, scholarship, and service. See Appendix B for suggested content and format of the curriculum vitae.

13.10.8 The evidence of teaching effectiveness (Section 13.10.6) and curriculum vitae (Section 13.10.7) may, together, total no more than thirty-five pages. Promotion and tenure documents provided by successful candidates are frequently much shorter than thirty-five pages.

13.10.9 Appropriate additional items may be appended to the Document, and the Member must insert a list of all such Appendix items at the end of her or his Candidate Review Statement. These items are normally not transmitted beyond the level of the Department Committee, but the Department Chair will make them available to all members of the College and University Committees who request them.

13.11 Requirements for publications whether already published, in press, or under review.

13.11.1 Along with the Promotion and Tenure Document, the Member must submit to the Department Chair complete copies of all publications (paper or electronic, including books, book chapters, journal articles, and the like) listed in the curriculum vitae (CV), whether already published, in press, or under review. However, publications used to document a successful promotion or tenure application in the past need not be submitted unless specifically requested by the Department Chair, the Dean, or the chair of a promotion and tenure committee. The Department Chair will make these materials available to all members of the Department Promotion and Tenure Committee, and the Dean will make these materials available to all members of the College Promotion and Tenure Committee. These copies of the Member's scholarly work are normally not transmitted beyond the level of the College Committee, but the Dean will make them available to all members of the University Promotion and Tenure Committee who request to see them.

13.11.2 On the CV, each publication that is listed must include all authors, full title, publisher or journal, and, if known, volume, inclusive pages, and date of publication. When there are multiple authors and one is the primary author, that name should be clearly so identified. Citations of articles and papers should indicate whether the work was refereed (R) or not refereed (N). Items which have not yet been published but have been accepted for publication without revision shall be listed on the CV as "in press."

13.11.3 A candidate's academic paper, book or similar work which has been accepted for publication but is not yet published shall be credited to the Bargaining Unit Faculty Member if the Member supplies adequate documentation confirming that the work is definitely scheduled for publication without further revision.

13.11.4 A publication may not be considered unless: (a) it is reported on the Member's curriculum vitae and the Member submits a complete copy of the publication to the Department Chair by the deadline specified in Appendix D (e.g., in 2014, September 8), (b) the venue (e.g., journal for articles; publisher for books) is as specified on the CV in the Promotion and Tenure Document as submitted by the deadline specified in Appendix D (e.g., in 2014, September 8);

and (c) confirmation that it has been accepted for publication without revision is received before the University Promotion and Tenure Committee meets.

13.11.5 Manuscripts which have been submitted and are currently under review may be listed. Each listing must include the date(s) of submission, the name of the journal or publisher submitted to, and any review of the work which has been completed.

13.11.6 Requirements for scholarly works other than publications (e.g., those in the fine and performing arts) are substantially the same as those specified for publications in Sections 13.11.1 through 13.11.5.

13.12 The Promotion and Tenure File

The Promotion and Tenure File initially consists of the Promotion and Tenure Document and the form shown in Appendix C used to record votes and recommendations. The file will eventually also contain rebuttal materials (if any) added by the candidate and items specified below in Sections 13.12.1 through 13.12.4. At any time throughout the process and after its completion, the candidate has the right to access and obtain copies of the Promotion and Tenure File.

13.12.1 letters of evaluation by external or internal reviewers, copies of letters soliciting the reviews and brief statements of the reviewers' qualifications.

13.12.2 a record of the Department Committee's vote and recommendation and the statement of the Department Chair.

13.12.3 a record of the College Committee's vote and recommendation and the statement of the Dean.

13.12.4 The vote of the University Promotion and Tenure Committee and any statements as required in Section 13.13.11.1.

13.12.5 If the Department Chair, the Dean, or a Department, College, or University Committee reviews materials that are not part of the individual's promotion and tenure file, that individual or the chair of that Committee shall promptly make such materials available to the candidate and will add the materials, along with a cover statement identifying the source, to the end of the promotion and tenure file.

13.13 Procedures for Granting Promotion and Tenure

13.13.1 The deadlines for completion of promotion and tenure documents and files are set forth in Appendix D.

13.13.2 The process for granting promotion and/or tenure to a Bargaining Unit Faculty Member must be initiated by the candidate at the departmental level, except as provided for in Section 13.8.8, but of course a Promotion and Tenure Committee may at any time recommend that an individual initiate the process. To initiate the Promotion and Tenure Process, a Bargaining Unit

Faculty Member must submit a written request to the Department Chair, with a copy to the Department Promotion and Tenure Committee, by the deadline specified in Appendix D (e.g., in 2015, by March 23, 2015).

13.13.2.1 If missing the aforementioned deadline would prevent a Member from being considered in the final year of his or her probationary period, then the Member will be allowed to go forward. If successful in obtaining promotion and tenure, however, the Member's percentage promotion raise pursuant to Section 23.4 plus any promotion-based raise pursuant to Article 24 will be delayed for one year but included in the base salary used to calculate any raise for the following year.

13.13.2.2 Once the promotion and/or tenure process has begun, only the candidate may terminate the process. To do so, the candidate must submit written notice of withdrawal to the Department Chair, who will then convey this information to the Dean and the Provost, as appropriate. Upon receiving written notice to terminate the process, the University will return the file to the candidate. Candidates are encouraged to retain their withdrawn file and any related correspondence.

13.13.3 By the deadline specified in Appendix D (e.g., in 2015, by March 23, 2015), the candidate must submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee.

13.13.3.1 By the deadline specified in Appendix D (e.g., in 2015, by April 20, 2015), the candidate must submit materials to be sent to the outside reviewers.

13.13.3.2 The candidate and the Department Promotion and Tenure Committee shall agree on a list of individuals from whom letters of evaluation will be solicited, and the Committee is responsible for soliciting the evaluations from that list by sending out request letters no later than the deadline specified in Appendix D (e.g., in 2015, by August 24, 2015). All letters sent by the Committee to solicit external reviews shall be given to the candidate when they are written, and they will subsequently be added to the promotion and tenure file. The letters used to solicit these external reviews shall be consistent with the applicable bylaws. At least three letters of evaluation from peers external to the University who can review the case in an unbiased manner (no co-authors, thesis advisors, or other persons who might have a conflict of interest) must be solicited for all promotion and/or tenure decisions. All letters received from external reviewers shall be included in the file. The external evaluators should be experts in the field of the candidate, and, if they are faculty members at academic institutions, they should hold at least the rank to which the candidate aspires or its equivalent. These letters should evaluate the candidate's scholarly activities. They should not be testimonial in character, and they should not relate to promotion and tenure at the writers' institutions.

13.13.3.3 Departmental bylaws may specify which materials will be provided to external reviewers. Departmental bylaws may alternatively specify a process by which the material provided to external reviewers will be decided upon. Otherwise, external reviewers will be provided with a copy of each item of scholarship listed on the CV since the candidate's last

promotion as published or in press (Section 13.11.2), at a minimum, plus other items from the CV agreed to by both the candidate and the Department Promotion and Tenure Committee.

13.13.4 By the deadline specified in Appendix D (e.g., in 2015, by September 14, 2015), the candidate must submit to the Department Chair the complete Promotion and Tenure Document (Section 13.10) and all materials described in Section 13.11 and its subsections.

13.13.5 The Department Promotion and Tenure Committee evaluates each candidate using the applicable departmental criteria for that candidate.

13.13.5.1 The vote and recommendations of the Department Promotion and Tenure Committee shall be communicated in a statement written by the chair of the Promotion and Tenure committee, in consultation with the other voting members of the Committee, unless department bylaws specify another procedure for writing such a statement or the Committee is chaired by the department chair. If the department chair serves as chair of the Promotion and Tenure Committee, and no procedure is specified in the bylaws, then the Committee will elect one of its voting members to write the statement.

13.13.5.2 The Committee's statement shall reflect the Committee's vote and explain the reasoning for its conclusions. This statement must either (1) be consistent with the Committee's reports on progress toward tenure and promotion (Section 13.7) or (2) explain the reasoning for any inconsistencies.

13.13.5.3 In the case of a Bargaining Unit Faculty Member applying for tenure, both the statements of the Chair and the recommendation of the Department Promotion and Tenure Committee shall include an evaluation of the candidate's teaching effectiveness based in part on peer evaluation by Bargaining Unit Faculty Members (Section 11.6.1).

13.13.5.4 If a candidate who has reported on the CV works of printed scholarship that are under review (or grant proposals that are under review) receives a negative vote from the Department Committee, then (1) the Committee's statement shall indicate the extent to which each pending item meets bylaws criteria and/or (2) the Committee shall cast and report a contingent vote(s) that would determine its recommendation had the item(s) under review been accepted for publication without revision (or the pending grant proposal been funded) before the Department Committee's vote.

13.13.5.5 The Department Chair shall promptly inform the Candidate of the vote of the Department Promotion and Tenure Committee.

13.13.6 The Department Chair evaluates each candidate using the applicable departmental criteria for that candidate and communicates her or his recommendations in a written statement.

13.13.6.1 The Department Chair shall promptly notify the Candidate when the statements from the Department Promotion and Tenure Committee and the Chair have been added to the file. The actual deadline in a given year is set forth in Appendix D.

13.13.7 Upon receiving the Department Chair's notification (Section 13.13.6.1), the candidate has at least ten working days to submit a letter of rebuttal and supporting evidence to the file. The actual deadline in a given year is set forth in Appendix D. In a rebuttal letter, the candidate may (1) challenge assertions or conclusions in the file and/or (2) report the acceptance or publication of a work of printed scholarship and/or the awarding of a grant. The rebuttal letter(s) and supporting evidence will be added to the candidate's promotion and tenure file and will be given full consideration at all subsequent stages of the promotion and tenure process. At each stage, a rebuttal letter and supporting evidence may not exceed fifteen pages, although it may reference additional items with instructions as to where and how they may be inspected.

13.13.7.1 By the deadline specified in Appendix D, the Department Chair will transmit the file to the Dean.

13.13.8 The College Promotion and Tenure Committee evaluates each candidate using the applicable departmental criteria for that candidate and communicates its vote and recommendations in a written statement.

13.13.8.1 The College Dean shall promptly inform the Candidate of the vote of the College Promotion and Tenure Committee.

13.13.9 The Dean evaluates each candidate using the applicable department criteria for that candidate and communicates her or his recommendation in a written statement that explains either support or opposition.

13.13.9.1 The Dean shall promptly notify the Candidate when the statements from the College Promotion and Tenure Committee and the Dean have been added to the file and shall make the file available to the candidate. The actual deadline in a given year is set forth in Appendix D.

13.13.10 Upon receiving the Dean's notification (Section 13.13.9.1), the candidate has at least ten working days to submit a letter of rebuttal and supporting evidence to the file as described in Section 13.13.7. The actual deadline in a given year is set forth in Appendix D.

13.13.10.1 By the deadline specified in Appendix D, the Dean will transmit the file to the Provost. The Dean will ensure that the file is arranged in the following order:

1. The "Record of Promotion and Tenure Votes and Recommendations"; see Appendix C.
2. The statement of the Dean (Section 13.13.9)
3. The statement of the College Promotion and Tenure Committee (Section 13.13.8)
4. The rebuttal, if any, provided by the candidate pursuant to Section 13.13.10
5. The statement of the Department Chair (Section 13.13.6)
6. The statement of the Department Promotion and Tenure Committee (Section 13.13.5.1)
7. The rebuttal, if any, provided by the candidate pursuant to Section 13.13.7
8. The candidate's Promotion and Tenure Document (Section 13.10)
9. The letters of evaluation by external or internal reviewers, copies of letters soliciting the reviews and brief statements of the reviewers' qualifications (Section 13.12.1)
10. Materials introduced pursuant to Section 13.12.5.

13.13.11 The University Promotion and Tenure Committee evaluates candidates using the applicable departmental criteria for that candidate and votes on each.

13.13.11.1 If the University Committee reverses a recommendation by the Department Committee, the College Committee or the Dean, the Provost will add a statement to the file explaining this reversal. A reversal of recommendations by both the Department and the College Committees shall be regarded as an extraordinary event, and the Provost will include in the file a clear explanation for this extraordinary decision.

13.13.11.2 The Provost shall notify the candidate, in writing, of the decision and vote of the University Promotion and Tenure Committee and provide the candidate access to his or her file, which will include a record of the vote and any statements as required in Section 13.13.11.1. The actual deadline in a given year is set forth in Appendix D.

13.13.12 The Provost shall forward all recommendations of the University Promotion and Tenure Committee to the University President for consideration and recommendation to the Board of Trustees. The Board of Trustees will announce all promotions and all grants of tenure as soon as feasible.

13.14 Promotion and Tenure Appeals

13.14.1 A candidate may appeal a University Promotion and Tenure Committee recommendation on the grounds that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the applicable criteria included in the Promotion and Tenure File, or (c) the outcome was arbitrary, discriminatory or capricious. The Candidate has at least five (5) working days after receiving written notification (Section 13.13.11.2) of the decision and vote of the University Promotion and Tenure Committee to notify in writing both the Provost and the AAUP-WSU Grievance and Contract Administration Officer of her or his intent to file an appeal. The actual deadline in a given year is set forth in Appendix D. The appeal and all supporting documentation must be submitted to the Provost and the AAUP-WSU Grievance and Contract Administration Officer by the deadline set forth in Appendix D, which is at least fifteen (15) working days after the candidate receives written notification of the decision and vote of the University Promotion and Tenure Committee.

13.14.2 Upon receiving a written notification of the intent to file an appeal from one or more Bargaining Unit Faculty Members, the AAUP-WSU and the University shall form a Promotion and Tenure Appeals Committee consisting of three tenured Bargaining Unit Faculty Members selected by the AAUP-WSU and three department chairs, assistant deans, or associate deans who are also tenured faculty selected by the University. In addition, the AAUP-WSU and the University will each appoint two alternate members to the Committee. Each of the members, including the alternates, selected by the AAUP-WSU must be from different colleges. Likewise each of the members, including the alternates, selected by the University must be from different colleges. The Committee will be formed within ten (10) working days after notice of intent to file an appeal is received (see Section 13.14.1). All meetings of the Promotion and Tenure Appeals Committee will include exactly six voting members: three Bargaining Unit Faculty appointed by the AAUP-WSU and three faculty (department chairs, assistant or associate deans)

appointed by the University. Any members of the Committee who have previously voted on or written a letter for the case under appeal or are from the appellant's college shall recuse themselves.

13.14.3 The Promotion and Tenure Appeals Committee shall have Co-Chairs. One Co-Chair must be elected by the Bargaining Unit Faculty appointed by the AAUP-WSU, and one Co-Chair must be elected by the faculty members appointed by the University. A single chair may be elected by both constituencies.

13.14.4 Procedures of the Promotion and Tenure Appeals Committee.

13.14.4.1 If at least three members of the Committee agree, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee's questions in writing.

13.14.4.2 Following the review of materials and testimony relevant to a given case, the Committee will determine if any of the criteria (a), (b), (c) listed in Section 13.14.1 appear to be substantiated. The Committee will then send to the President a report stating its findings (as to whether or not any criteria listed in Section 13.14.1 appear to be substantiated), the basis for its findings, and its recommendations.

13.14.4.3 Recommendations of the Committee require a majority vote, but minority opinions must be represented in the final report if the minority so desires. All voting will be by secret ballot.

13.14.5 If the Committee is not able to reach a consensus, members of the Committee may write dissenting opinions, which shall be attached to the majority opinion. If the six-person Committee is divided three to three, then both groups will file a report. The Committee will make a good faith effort to issue its written report no later than thirty (30) working days after the appellant submits the appeal and all supporting documentation to the Provost and the AAUP-WSU Grievance and Contract Administration Officer. The Committee will send its report to the President of the University, with copies to the appellant and AAUP-WSU.

13.14.6 Upon receiving the Committee's report, the candidate has five working days to submit a letter of appeal to the University President.

13.14.7 Within twenty (20) working days after receiving the recommendations from the Appeals Committee, the President will notify the candidate in writing, with a copy to AAUP-WSU, that (a) the recommendation of the University Promotion and Tenure Committee is being upheld, (b) that Committee's recommendation is being overturned, and the case being presented to the Board of Trustees for approval, or (c) that the case is being remanded in a specified way for further consideration.

13.14.8 If the Board of Trustees approves a promotion or grant of tenure based in whole or in part on a Promotion and Tenure Appeals Committee recommendation, the promotion and/or

tenure shall be made retroactive to the normal promotion date for candidates from that department.

13.15 Promotion and Tenure Grievances.

13.15.1 A promotion case not resolved by appeal (Section 13.14) may be grieved and go directly to arbitration if the AAUP-WSU concurs with the candidate that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the applicable criteria included in the Promotion and Tenure File, or (c) the outcome was arbitrary, discriminatory or capricious. If the AAUP submits a promotion case to arbitration it must do so within thirty (30) working days of receiving the President's disposition of the case (Section 13.14.7). The arbitrator will be selected by the procedure specified in Section 16.6.1.

13.15.2 The arbitrator may remand the promotion or tenure decision being grieved with directions as to which of the existing procedures in this Agreement or in applicable college or department bylaws are to be followed and may, if appropriate, grant an additional terminal year.

13.15.2.1 The arbitrator may advise on altering procedures and time limits to expedite the remand process.

13.15.2.2 The arbitrator does not have authority to award promotion or tenure to a Bargaining Unit Faculty Member.

13.15.3 Individuals and committees to whom a promotion or tenure case is remanded will duly consider all advice and recommendations of the arbitrator.

13.15.4 A tenure case may be sent to arbitration only one time. A promotion case may be sent to arbitration no more than once every three years.

Article 14
Discipline

14.1 The University has and retains the right to apply discipline up to and including termination of a Bargaining Unit Faculty Member pursuant to Articles 14 and 15. The University subscribes to the principles of progressive discipline except when summary action is necessary and appropriate. In determining whether or not to impose discipline and the severity of such discipline the University shall consider the severity of the Bargaining Unit Faculty Member's conduct and his or her disciplinary record, and the provisions in Article 5, "Academic Freedom and Professional Responsibilities."

14.1.1 The Office of the Provost shall be consulted on all disciplinary measures, and a provost or designee shall be present for all disciplinary meetings.

14.1.2 Except for suspensions pursuant to Section 14.3, disciplinary measures of suspension without pay or of termination shall be imposed in accordance with procedures outlined in Article 15.

14.2 The University will not impose discipline except for just cause.

14.3 When in the judgment of the President or a provost the presence of a Bargaining Unit Faculty Member on University premises presents a threat to health or safety of any person in the University community or represents a threat of disruption of or interference with any normal and lawful activities of the University, its staff or students, the President or a provost may suspend the Member pending the disposition of the disciplinary process provided for under Articles 14 and 15. Such suspension shall be with pay, although the University is not obligated to pay a Member who has been convicted of a crime and is incarcerated for that crime. The President or a provost may also direct that the Member be removed and barred from University premises.

14.4 When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, it may conduct an investigation.

14.4.1 As part of this investigation a chair, dean or provost may ask to speak informally with a Bargaining Unit Faculty Member about the incident, and statements made during such discussions may be used subsequently in the discipline process. Members may refuse to discuss an incident or may have an AAUP-WSU representative present at such discussions.

14.4.2 Unless there is reasonable suspicion of unlawful or criminal activity, the University shall inform the Bargaining Unit Faculty Member and AAUP-WSU in writing of the allegation(s) if the University undertakes a formal investigation involving third parties, the keeping of formal records, or multiple interviews with the Member toward whom the allegations are directed.

14.4.3 The University will notify the AAUP-WSU in advance of any meeting to be held with a Bargaining Unit Member as part of a formal investigation that could lead to disciplining that Member. The Member has the right to be accompanied by an AAUP-WSU representative at any such meeting.

14.5 Before imposing disciplinary action, a department chair, dean, or provost will hold a disciplinary meeting with the Bargaining Unit Faculty Member to discuss the charge(s) against the Member and provide the Member with an opportunity to present his or her case.

14.5.1 The Bargaining Unit Faculty Member shall be given the opportunity to be accompanied by an AAUP-WSU representative at the disciplinary meeting.

14.5.2 Unless the Member and representatives from both the AAUP-WSU and the University agree to a shorter time, at least five (5) working days before the disciplinary meeting, the University shall notify both the Bargaining Unit Faculty Member and the AAUP-WSU of the specific charge(s) to be discussed at the meeting.

14.5.3 If the matter is not disposed of by mutual agreement at the disciplinary meeting and the University decides to impose discipline more severe than a letter of reprimand, the University shall send the Bargaining Unit Faculty Member and the AAUP-WSU a written statement of the charges and the discipline imposed. Such statement will be signed by a provost.

14.5.4 For serious or repeat offenses, discipline the University might impose includes but is not restricted to the following measures: required training (such as diversity or anger management); denial of summer teaching opportunities pursuant to Section 7.8.1; adjustments to the weights applied for annual evaluation pursuant to Section 11.2.6; paid suspension; unpaid suspension pursuant to Article 15; and termination pursuant to Article 15. The University will pay for the costs incurred the first time a Member is required to undergo training as a disciplinary measure.

Article 15
Termination and Unpaid Suspension

15.1 Subject to the provisions of Section 13.6 and Article 17, the University has and retains the right to terminate the employment of a Bargaining Unit Faculty Member. In addition, a Member of the Bargaining Unit may be suspended without pay or terminated pursuant to the provisions of this Article 15.

15.2 Termination of a tenured Bargaining Unit Faculty Member pursuant to this Article 15 automatically includes the removal of that Member's tenure.

15.3 A Member of the Bargaining Unit may be suspended without pay or terminated for (a) fraudulent credentials pertaining to employment at WSU, (b) demonstrated incompetence or dishonesty in teaching, scholarship, or professional service; (c) substantial and manifest neglect of duty; (d) personal conduct which presents a serious threat to health or safety of any person in the University community, manifests severe and continuing harassment or discrimination, or otherwise substantially impairs the Bargaining Unit Faculty Member's fulfillment of the institutional responsibilities; (e) malicious conduct which directly obstructs the performance of instructional or scholarly programs authorized or permitted by the University; or (f) conviction of a crime involving an offense of violence as defined in division (A)(9)(a) of Section 2901.01 of the Ohio Revised Code as of January 1, 2008 or a substantially equivalent offense under a municipal ordinance.

15.4 Charges may be initiated against a Member of the Bargaining Unit by an administrator who is a tenured faculty member outside the bargaining unit. Such charges shall be made in writing with reasonable particularity of the grounds for termination or suspension without pay based on one or more of the categories in Section 15.3 and shall be presented to the President of the University.

15.5 The University President shall, as soon as possible, inform the accused Bargaining Unit Faculty Member and the AAUP-WSU in writing of the charges, specifying which one or combination of the categories in Section 15.3 comprise the basis of the charges.

15.6 Informal hearing: Before a formal hearing is conducted the University President or designee shall call a meeting with the charging party, the accused Bargaining Unit Faculty Member, and a representative of the AAUP-WSU. The purpose of this meeting shall be to reveal and clarify all related facts in the case and to attempt resolution of the matter through informal discussion. Additional meetings may occur provided the University President or designee and the Bargaining Unit Faculty Member being charged believe that further meetings will serve a useful purpose.

15.7 Formal hearing: If after the informal hearing, the University President or designee determines that charges are warranted, he or she shall call for the creation of a Hearing Board of six members.

15.8 The Hearing Board shall be created in the following manner: the AAUP-WSU and the University shall form a Hearing Board consisting of three tenured Bargaining Unit Faculty

Members selected by the AAUP-WSU and three department chairs, assistant or associate deans who are also tenured faculty selected by the University. In addition, the AAUP-WSU and the University will each appoint two alternate members to the Board. The AAUP-WSU and the University shall select the members of this Board on the basis of their objectivity and competence and of the regard in which they are held in the academic community.

15.9 The President or designee shall notify in writing the accused Bargaining Unit Faculty Member and the administrator initiating charges of the intended hearing and of the composition of the Hearing Board, including alternate members. Within ten calendar days after receiving notice of the intended hearing, the accused Member is entitled to remove at most two members of the Hearing Board selected by AAUP-WSU and at most two selected by the University. Any Member removed from the Hearing Board shall be replaced by the AAUP-WSU or the University as appropriate. After the Member has been given the opportunity to exercise his or her right to remove members or alternate members of the Hearing Board as specified above, the Hearing Board will be convened by the President of AAUP-WSU (or designee) and the Provost (or designee). At this time the Committee will elect a Chair or Co-Chairs and determine the rules governing the hearing. The Hearing Board shall communicate in writing the scheduled date, place, and time of the hearing and provide to all parties concerned an explanation of the rules under which the hearing shall be conducted.

15.10 The University will provide access to all available evidence and give the names of all potential witnesses to the accused Member, the Member's counsel (who, here and elsewhere in this Article, shall be at the Member's expense), and AAUP-WSU in a timely manner.

15.11 Both the accused Bargaining Unit Faculty Member and the administrator initiating charges may be represented by counsel, confront and cross-examine witnesses, present and summon witnesses, and be present to hear all evidence and arguments given at all meetings of the Hearing Board. Both the AAUP-WSU and the University are entitled to have representatives present at any hearing. The accused Bargaining Unit Faculty Member may choose not to testify or answer questions at this hearing. However, such failure may be taken into consideration by the Hearing Board. Members of the Hearing Board may question all witnesses appearing before the Board. The charging party has the burden of proving to the Hearing Board that, on the basis of clear and convincing evidence, the charges are true. The hearing shall be conducted in private with only the AAUP-WSU and the University representatives, the Member's counsel (if the Member chooses to be represented by counsel) and those summoned as witnesses or directly involved in the dispute present. Subject to the approval of the accused, the charging party, and the Hearing Board, observers can be present at the hearing.

15.12 When all witnesses summoned and able to appear have presented testimony and when cross-examination has been conducted, the Board shall retire to make its recommendation. If it finds against the accused, the Hearing Board may recommend such penalty as it deems fair and appropriate, including termination or suspension or lesser penalties. All decisions of the Hearing Board shall be made by a majority vote of all its members, and its recommendation immediately shall be communicated in writing to the University President, the accused Bargaining Unit Faculty Member, the AAUP-WSU, and the charging party. If the Hearing Board is evenly split, both groups from the Hearing Board shall prepare written recommendations and findings. A

verbatim, written record of the hearing, including all findings and recommendations, shall be sent to the University President, the accused, the AAUP- WSU and the charging party as soon as possible following the conclusion of the hearing. (This verbatim record may be taken by a stenographer or transcribed from electronic recording equipment.)

15.13 Within twenty (20) working days after receiving the recommendation of the Hearing Board, the President will (a) recommend to the Board of Trustees that the accused be either suspended without pay for an identified period of time or terminated, (b) dismiss the charges, or (c) impose a specified lesser penalty. Both the accused Member and AAUP-WSU will be promptly notified.

15.14 Before the Board of Trustees approves either suspension without pay or termination, the accused shall have the right to appear before the Board with counsel and a representative of the AAUP-WSU.

15.15 Should the final decision be for termination, it shall not become effective until the end of the academic or fiscal year, except where otherwise ordered by the University Board of Trustees, which can require severance of the Bargaining Unit Faculty Member's relationship with students and the University prior to the end of the academic or fiscal appointment when it finds the conduct or situation to be of extreme gravity. A penalty of suspension without pay shall not exceed one year, and during this year a suspended Bargaining Unit Faculty Member may purchase benefits from the University at his or her own expense.

15.16 At the sole discretion of the AAUP-WSU, the final decision may be taken directly to binding arbitration. The timelines, procedures and the costs of arbitration will be governed by the provisions concerning arbitration in Section 16.6.

Article 16
Grievance and Arbitration

16.1 The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of complaints and agree to make every effort to encourage the informal resolution of complaints before they become formal grievances. Any formal or informal resolution achieved must be consistent with the terms of this Agreement. The procedures set forth in this Article shall be the sole and exclusive method of disposing of grievances.

16.2 Definitions.

16.2.1 Grievance: A grievance is an alleged violation of (1) a specific provision(s) of this Agreement, (2) procedures set forth in college bylaws or department bylaws, or (3) a signed agreement between AAUP-WSU and the University unless that agreement specifically precludes a grievance or specifies an alternative procedure for resolving disputes.

16.2.2 If the AAUP-WSU files a grievance on behalf of a group, the outcome will apply equally to all applicable Members of the Bargaining Unit.

16.2.3 Grievant: A Grievant is a Bargaining Unit Faculty Member or group of Bargaining Unit Faculty Members who has a grievance or the AAUP-WSU acting on behalf of Members of the Bargaining Unit.

16.2.4 In this Article, "the Provost" refers to the Chief Academic Officer of the University. "A provost" refers generally to the Provost or any Assistant or Associate Provost.

16.2.5 Respond and File: The terms "respond" and "file," as used in this Article, refer to the dates notifications are received (or reasonably should have been received) by the parties to whom they are sent. Copies of all notifications will be sent to the AAUP-WSU and to the Provost.

16.2.6 Time Limits: Time limits referred to in this Article as "days" shall be defined as Monday through Friday throughout the calendar year, excluding Saturdays and Sundays, formal holidays recognized by the University, and periods when the University is officially closed.

16.2.7 Basic Provisions: Except as specified in Sections 11.8, 13.15, and 15.16, all applicable steps of the grievance procedure set forth in this Agreement will be pursued to completion before any application for arbitration will be made, unless the AAUP-WSU and the University enter into a written agreement to proceed directly to arbitration.

16.2.8 Unless extended by mutual consent, in writing, the time limits specified herein will be the maximum time allowed. If the University fails to comply with the time limits to respond, the Grievant may advance the grievance to the next step by sending a letter of notification to the administrator at the next step. Failure to advance the grievance shall render the grievance moot.

16.2.9 Provisions for grievances regarding promotion and tenure are described in Section 13.15. Provisions for initiating grievances regarding annual evaluation are described in Section 11.8.

16.3 Informal Complaint Procedure: The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resorting to the formal grievance procedure will not be necessary. To this end, Bargaining Unit Faculty are encouraged to present a complaint to a chair, dean, or provost who the Grievant believes to be most likely able to resolve the complaint as soon as practical for the purposes of resolving the dispute. A discussion of the complaint between the Grievant and the administrator to whom the complaint is presented shall occur at a mutually agreeable time not later than five (5) days after the request for a discussion regarding the complaint. Unless otherwise agreed by both the Grievant and administrator to whom the grievance is presented, only the grievant and this administrator will be present at the meeting to discuss the complaint. However, a grieving party has the right to be advised or assisted by the AAUP-WSU in attempting to secure informal resolution, but such assistance is not required. Any settlement, withdrawal, or other disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of complaints or grievances.

16.4 Grievance Step One: A Bargaining Unit Faculty Member(s) or the AAUP-WSU may file a grievance with the Associate Provost for Faculty and Staff Affairs not later than forty (40) days after the event giving rise to the grievance or no later than forty (40) days after the Grievant knew or reasonably should have known of the event giving rise to the grievance.

16.4.1 The Grievant shall state clearly on the grievance form in Appendix F the nature of the grievance, the contractual provision(s) allegedly violated, the name of the University administrator whose actions are being grieved (if known), the dates when the alleged act or omission giving rise to the grievance occurred, and the remedy sought. The Grievant shall also sign the form and submit it to the Associate Provost with a copy to AAUP-WSU. If the Grievant is the AAUP-WSU, the grievance form shall so state. In the case of a grievance filed by the AAUP-WSU, the President or Designee of AAUP-WSU shall sign the grievance form and shall be the AAUP-WSU's representative.

16.4.2 The University shall inform AAUP-WSU of any grievance meeting and AAUP-WSU has the right to be present at any grievance meeting. The Dean or Provost may also have a second person attend any grievance meeting. No attorney representing either party will attend any grievance meeting.

16.4.3 A Dean or provost shall hold a meeting with the Grievant and the AAUP-WSU's representative (if the AAUP elects to be present) at a mutually agreeable time and location within ten (10) days after the grievance was filed and shall then respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the grievance meeting(s). If the Grievant or the AAUP-WSU does not accept the Step One answer, either may, within fifteen (15) days, file a Step Two grievance with the Associate Provost.

16.4.4 However, if the Step One grievance was convened by the Provost, then there will be no Step Two Grievance; but, if the AAUP-WSU is not satisfied with the Step One answer, it shall

have the sole right to submit the grievance to arbitration by an external arbitrator within thirty (30) days after receiving the Step One answer.

16.5 Grievance Step Two: Upon receiving a Step Two grievance, the Provost or Associate Provost shall hold a meeting with the Grievant and the AAUP-WSU's representative (if the AAUP elects to be present) at a mutually agreeable time and location within ten (10) days after the Associate Provost has received the grievance. The purpose of this meeting is to discuss and attempt to resolve the grievance. The provost who holds the meeting shall respond in writing to the Grievant and the AAUP-WSU no later than fifteen (15) days after the completion of the grievance meeting(s).

16.6 Arbitration: If the AAUP-WSU is not satisfied with the Step Two answer, it shall have the sole right to submit the grievance to arbitration by an external arbitrator, within thirty (30) days after receiving the Step Two answer. A Grievant who is not satisfied with the Step Two answer (or, if Section 16.4.4 applies, the Step One answer) may request that AAUP-WSU submit the grievance to arbitration, but the Grievant must do so in writing within ten (10) days after receiving the Step Two (respectively Step One) answer; however, AAUP-WSU is not obligated to accept such a request.

16.6.1 If the AAUP-WSU elects to pursue external arbitration, representatives of the AAUP-WSU and of the Provost shall meet within ten (10) days to select an arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall ask either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to provide fifteen names. If the parties are unable to agree on which of the 15 nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names.

16.6.2 The arbitrator's decision shall be final and binding upon the Grievant(s), the AAUPWSU, and the University and shall be rendered within thirty (30) days after the arbitration hearing record is closed.

16.6.3 The cost of the arbitration shall be borne equally by the University and the AAUPWSU except that costs related to the appearance of any witness shall be paid by the party who calls that witness. If a court reporter is requested and a transcript ordered by only one party, the court reporter's attendance fee, and the cost of transcripts for that party and the arbitrator shall be borne by the requesting party. If both sides request a transcript, the court reporter's fee and the cost of the transcripts shall be split equally between the parties.

16.6.4 Remedies. An external arbitrator hearing a grievance shall be bound by the following restrictions:

16.6.4.1 The arbitrator's decision shall be limited to only the question or questions submitted for decision;

16.6.4.2 The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement;
16.6.4.3 The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;

16.6.4.4 The arbitrator shall not render any decision which would result in the violation of state or federal law; and

16.6.4.5 The arbitrator shall make no award that provides a Bargaining Unit Faculty Member compensation greater than would have resulted had there been no violation.

16.7 A Member of the Bargaining Unit who participates in a grievance procedure will not be subject to disciplinary reprisal because of such participation.

16.8 To investigate and process a grievance, either party shall be provided the opportunity to inspect and/or copy any relevant information possessed by the other party. Such access will be provided within five (5) days after the delivery of a written request to the Provost or the AAUP-WSU President. However, the requesting party is not entitled to any information that is confidential under any applicable law. In addition, the requesting party is entitled to view information in its existing form only.

16.9 No changes can be made to a grievance form once it is filed under Section 16.4 except as follows: After completing Step Two and before submitting a grievance to arbitration, the Grievant may change or add to the specific provision(s) of the Agreement allegedly violated. In such cases, the amended grievance will be resubmitted to the Provost, who no later than ten (10) days after receiving the amended grievance form shall reconfirm his or her original Step Two written response, offer an amended written response, or call another Step Two meeting in accordance with Section 16.5.

Article 17
Retrenchment

17.1 Retrenchment is defined as the termination of a Bargaining Unit Faculty Member(s) during any appointment as a result of any of the following three circumstances: (1) financial exigency; (2) significant reduction in enrollment of a College, Department, or Program (here and elsewhere, meaning a program offered for credit) continuing over four or more academic semesters (not counting summer) and which is expected to persist; or (3) discontinuation of a College, Department or Program.

Financial exigency means that severe financial problems exist which threaten the University's ability to maintain its academic operations at an acceptable level of quality.

17.2 Should the University President anticipate the need for retrenchment of Bargaining Unit Faculty Members, the data and information upon which this decision is based shall be provided to the AAUP-WSU.

17.3 The AAUP-WSU shall be provided access and the opportunity to inspect and/or copy any information relevant to the anticipated retrenchment within ten (10) calendar days after the delivery of a written request to the Provost. However, the AAUP-WSU is not entitled to any information that is confidential under any applicable law. In addition, the AAUP-WSU is entitled to view information in its existing form only.

17.4 Within sixty (60) calendar days after receipt of the data and information in Section 17.3 a joint Committee on Retrenchment, with three members appointed by the University and three members appointed by the AAUP-WSU, shall submit its advisory recommendations to the University President. Such recommendations may include ways to relieve the exigency by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.

17.4.1 In making its recommendations, the Committee on Retrenchment shall give consideration to long-term enrollment projections, the mission of the University as a whole, the continued accreditation of academic units, the effect on joint programs with other institutions, and the impact on the students registered in the programs.

17.4.2 In the case of an anticipated reduction in size or discontinuation of a College, Department, or Program, the Committee on Retrenchment's recommendations shall include consideration of–

- its historical role and contributions 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;
- the dependence of other programs in the University on the College, Department, or Program;
- duplication elsewhere in the University of courses, research or services offered through the Department, College or Program, and possible organizational arrangements which might serve as alternatives to discontinuation;

- arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
- stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
- the periods of service and tenure status of its Bargaining Unit Faculty Members and an estimate of their possible usefulness elsewhere within the University; and
- possible arrangements for planned phasing out of the College, Department, or Program as an alternative to abrupt discontinuation.

17.5 The President shall forward the recommendations of the Committee on Retrenchment along with his or her recommendations to the Board of Trustees.

17.6 Procedures for Retrenchment.

17.6.1 The University shall, in good faith, consider whether the need for retrenchment can be alleviated through normal attrition or other alternatives to retrenchment. In making its decisions about retrenchment, the University shall, in good faith, give consideration to the factors listed in Sections 17.4.1 and 17.4.2.

17.6.2 Except as provided for in Sections 17.6.3 17.6.7 and consistent with the operating needs of the level of organization the University has deemed appropriate for retrenchment, the University shall retrench Bargaining Unit Faculty Members by rank in inverse order of seniority within the unit(s) identified for retrenchment.

17.6.3 Full-time faculty who are ineligible for tenure or continuation shall be retrenched before Bargaining Unit Faculty within a particular Program, Department or College, unless it can be shown that those non-Bargaining Unit Members are academically essential (in particular, essential with regard to their teaching, scholarship, or service) to the continuation of the academic mission of that Program, Department, or College.

17.6.4 Untenured Bargaining Unit Faculty Members shall be retrenched before Members who are tenured, regardless of rank.

17.6.5 Tenured Bargaining Unit Faculty Members who are Assistant Professors will be retrenched before tenured Members who are Associate Professors, who will be retrenched before tenured Members who are Professors.

17.6.6 Within each academic rank, seniority shall be calculated from the earliest date of continuous University employment.

17.6.6.1 Leaves with pay shall count as years of service for seniority.

17.6.6.2 While unpaid leaves shall not count as years of service for seniority, neither do they constitute a break in continuous University employment.

17.6.6.3 Periods of continuous employment wherein an individual is outside the Bargaining Unit, such as service as a chair, dean, provost or President, shall count as years of service for seniority.

17.6.7 To meet operating needs of the unit(s) being reduced, the University will retain specific Bargaining Unit Faculty Members who are best qualified to meet programmatic, curricular, or other academic needs; however, to deviate from the order of retrenchment specified in Sections 17.6.3-17.6.6.3, the University must first obtain and consider in good faith independent recommendations regarding that deviation (specifically, whether the deviation is necessary in order to meet programmatic, curricular, or other academic needs) from the impacted Members' Department Chair(s) and from a committee appointed by AAUP-WSU. The independent recommendations shall be provided within 15 working days after a request from the University.

17.6.8 The termination of a Bargaining Unit Faculty Member may not be necessary if his or her salary is paid by restricted funds.

17.6.9 Bargaining Unit Faculty Members whose positions are terminated shall be offered available faculty positions for which they are fully qualified or for which they can become fully qualified within the period of their notification of termination as specified in Section 17.6.10. Where feasible, the University will consider relocating Bargaining Unit Faculty Members in a non-faculty position, as an alternative to termination.

17.6.10 A Bargaining Unit Faculty Member whose appointment is terminated pursuant to the provisions of this Article 17 shall receive salary and benefits (or notice) in accordance with the following schedule:

Service as a Full-Time Faculty Member	Salary and Benefits (or Notice)
less than nine months	three months
at least nine but less than eighteen months	six months
at least eighteen months	twelve months
at least eighteen months and tenured	current academic year plus twelve months
at least ten years and tenured	current academic year plus twelve months (eighteen months minimum)

17.7 The University shall not fill a position in a discipline in which a tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of four (4) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A tenured Member of the Bargaining Unit thus recalled shall return with tenure.

17.8 The University shall not fill a position in a discipline in which a non-tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of two (2) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A Member thus recalled shall return with the number of years of prior service at Wright State University counting as part of his or her probationary period.

Article 18
Institutional Environment

18.1 The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning and research. Therefore, within the limits of available space and resources, the University shall make a good faith reasonable effort to provide each Member of the Bargaining Unit the following:

18.1.1 suitable office space and furniture, phone, and network-compatible computer with access to either a network or personal printer;

18.1.2 access to copying services for their reasonable academic copying needs;

18.1.3 office and classroom supplies; and

18.1.4 library resources, computing systems with technical support, classrooms, and laboratories that are responsive to Bargaining Unit Faculty and student needs, in compliance with O.S.H.A. standards, and consistent with standards of quality recognized at the national level.

18.2 The University will make a good faith effort to respond in a timely fashion to reasonable requests from Bargaining Unit Faculty for measures to secure hazardous materials.

18.3 Before moving a Bargaining Unit Faculty Member from an assigned research laboratory space, the University will communicate to the Member in writing the reason(s) for the move. When reallocating research laboratory space, the University will consider the productivity of potentially affected Bargaining Unit Faculty Members as measured by published papers, funded external grants, grant supported students, and post docs. A Bargaining Unit Member who is informed that he/she must move to new research laboratory space shall have the right to a proportionate adjustment in the relative weight assigned to her or his research in that year's annual evaluation pursuant to Section 11.2.6 if the Member provides reasonable documentation demonstrating that the effort involved in moving or preparing to move the lab lessened her or his productivity.

18.3.1 Whenever laboratory space is reallocated or assigned to a new faculty member, it will be inspected before the new occupant moves in, by the Department of Environmental Health and Safety.

18.4 Professional Development Fund: The purpose of the Professional Development Fund is to afford each Bargaining Unit Faculty Member the opportunity to improve scholarship and teaching in pursuit of the goals of the university. Both the University and the AAUP-WSU recognize the importance of continuous improvement in the skills and accomplishments of the faculty in these areas.

18.4.1 During each fiscal year of this contract each college shall make available a sum of no less than $990 for each Bargaining Unit Faculty Member for professional development. Professional development expenses may include but are not limited to: travel, software, hardware, books,

journals, and supplies that directly support the teaching or research of the Member. This fund is not to be used for professional memberships unless such are needed in order to obtain publications not otherwise readily available. This fund shall not be used either to supplant routine computer hardware replacements or to obtain software for which the University purchases a site license. It may be used to replace hardware more frequently than the usual scheduled replacement cycle or to upgrade existing hardware.

18.4.2 Unused funds shall be carried forward from one year to the next by the college on behalf of each eligible faculty member. The maximum amount available to any Member pursuant to Sections 18.4.1 through 18.4.5 will be $3465.

18.4.3 Disbursements from these funds must be approved by the Member's dean or designee. To request funds, a Member must submit to his or her department chair a written request that includes a statement describing how the requested travel or materials will enhance the Member's teaching or contribute to scholarly productivity.

18.4.4 The impact or result of professional development funding should be reflected in each Member's annual faculty activity report.

18.4.5 Deans are not required to disburse faculty development funds to Members with a continuing pattern of poor performance, to Members who have not reasonably demonstrated productive use of past funds, or to Members whose requests do not show a direct relationship between the requested expenditure and their teaching or research that might reasonably lead to grants, publications, or other scholarly productivity.

18.4.6 Nothing in this Article precludes Deans and/or Department Chairs from providing additional funds for travel or to support other professional development activities or needs.

18.5 Academic Services Committee. The University and the AAUP-WSU agree that service units which are responsive to faculty needs are essential in order for the core missions of Wright State University in teaching and research to be accomplished. To this end, the parties will maintain an Academic Services Committee to review and make recommendations regarding the services provided to faculty in support of their teaching and research by Computing and Telecommunication Services (CaTS), the Center for Teaching and Learning (CTL), the Office of the Registrar, the Office of Disability Services (ODS), and the Physical Plant.

18.5.1 Committee Membership. The Academic Services Committee shall have seven members, each of whom will be a tenured faculty member, and none of whom can be a director of or otherwise directly affiliated with any of the five units named in Section 18.5. In the fall of even numbered years the AAUP-WSU will name a representative from the Lake Campus for that academic year; the University will name the representative in the fall of odd numbered years. Of the remaining six members of the committee, three will be appointed by AAUP-WSU and three by the University.

18.5.2 Each fall, the office of the Provost will arrange for an initial meeting of this Committee, at which meeting the committee will elect a chair (or co-chairs if the committee so desires).

18.5.3 Normally, only committee members will attend meetings of the committee. However, the directors of the five units specified in Section 18.5 will normally meet with the committee upon the committee's request, and likewise the committee will normally agree to a request from one of the directors to hold a meeting with the committee. It is understood that the parties must be reasonable and flexible with respect to scheduling constraints.

18.5.4 Normally, the Committee will make recommendations to the Provost, although it may also make recommendations directly to a director of an individual unit.

18.5.5 When the Provost (or other administrator to whom the Committee issues a recommendation) takes action (or elects not to act) following a written recommendation from a majority of the Committee, the Provost (or other administrator, respectively) shall inform the Committee of such action and communicate the reasons for the decision in writing. The parties recognize that the Provost (or other administrator, respectively) will not communicate reasons for their actions (or decisions not to act) that are based on confidential information.

18.6 Communications with Bargaining Unit Faculty. When using email to send a message notifying all Members of the Bargaining Unit of a deadline or in some way requiring their response (e.g. deadlines for obtaining parking passes or enrollment for health insurance), the University will use an email list that includes the university email address of all Members.

Article 19
Workload

19.1 Faculty workload requirements are set forth in a faculty workload policy that the University and the AAUP-WSU agree will be included in the *Faculty Handbook.* If the AAUP-WSU believes that the assigned workload of one or more Members is inconsistent with specific provisions of that Policy or Agreements between the AAUP-WSU and the University, it shall have the sole right to submit the matter to an external arbitrator within thirty (30) days of receiving the Provost's response to an appeal from an individual Member or from the AAUP-WSU. The definition of days refers to the time limits established in Section 16.2.6. Procedures for such arbitration shall be in accordance with those specified in Sections 16.6-16.9.

Article 20
Intellectual Property

20.1 Discoveries and Inventions.

When used in this agreement, the term "Patent" (and derivatives of that term) shall be understood to mean that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new, original and ornamental designs for an article; and plant patents being for the asexual reproduction of a distinct and new variety of plant, including cultivated sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated plant or plant found in an uncultivated state.

20.1.1 In accordance with Ohio Revised Code 3345.14(B) all rights to and interests in discoveries, inventions, or patents, which result from research or investigation conducted in any experiment station, bureau, laboratory, or research facility of the University or with funding provided by the University shall be the sole property of the University. All rights and interests in software, although it is copyrightable, shall be the property of the University when it is required for an invention or is part of an invention. Bargaining Unit Faculty Members who make or participate in the making of such discoveries or inventions in the course of fulfilling their University responsibilities or with use of University resources shall promptly disclose their discovery or invention to the Chief Intellectual Property Officer, using the disclosure form prescribed by that official. Use of this form has the effect of initiating the process of review for patentability and commercializability.

20.1.2 The University will not license a discovery or invention (or patent(s) thereupon) disclosed by a Bargaining Unit Faculty Member(s) without first consulting in good faith with the Member(s).

20.1.3 The University will not sell a discovery or invention (or patent(s) thereupon) disclosed by a Bargaining Unit Faculty Member(s) without first consulting in good faith with the Member(s).

20.1.4 Rights to inventions arising in the course of government or other externally sponsored research are controlled by the terms of the agreement between the University and the sponsor and/or applicable federal regulations.

20.1.5 Bargaining Unit Faculty Members shall be entitled to share in any proceeds from the sale or license of the discovery, invention or patent received by the University for their discoveries or inventions, in accordance with the University's proceeds distribution schedule in Section 20.3. The University shall maintain distributions of a Bargaining Unit Faculty Member's respective share of such proceeds after the Member terminates his or her University employment.

20.1.6 Bargaining Unit Faculty Members agree to assist and cooperate with the University in obtaining and enforcing patents, including, without limitation, executing and delivering all assignments, documents and instruments reasonably requested by the University in conjunction with obtaining and enforcing patents within the United States or any foreign jurisdiction.

20.1.7 The University has no obligation to pursue or maintain patent protection for disclosed inventions. If the Chief Intellectual Property Officer recommends that the University not pursue a patent application, maintain a patent, or otherwise market that invention, then the University may assign ownership to a Bargaining Unit Faculty Member while retaining a royalty-free license to use the invention for non-commercial purposes. The University shall duly consider a Bargaining Unit Faculty Member's request for assignment of an invention, in which that Member has had input, when the University chooses not to pursue a patent application, maintain a patent for that invention, or otherwise market that invention.

20.2 Trademarks.

20.2.1 Any trademarks created by a Bargaining Unit Faculty Member at the request of the University shall be owned by the University.

20.2.2 Trademarks created by a Bargaining Unit Faculty Member in association with an invention, discovery, or copyrighted material shall be owned by the same party that owns the invention, discovery or copyrighted material.

20.3 Proceeds Distribution Schedule. Bargaining Unit Faculty Members who are makers of inventions and discoveries or authors of copyrighted works and who share proceeds received by the University may select either of the following two methods for sharing such income.

20.3.1 The Member may elect to have the University deposit all net proceeds into a restricted (ledger 6) account. Net proceeds are defined as gross proceeds less actual expenses incurred by the University in the sale of the intellectual property [that is, discovery or invention (or patent(s) thereupon)], including but not restricted to legal fees and patent maintenance fees. Such restricted (ledger 6) accounts will be assessed a fee of 10% on all net proceeds deposited into them.

20.3.2 The Member may elect to receive personal income based upon gross proceeds. For gross proceeds up to $50,000, the Member's share shall be one-half of gross proceeds. For gross proceeds in excess of $50,000, the Member's share shall be 40% of the excess above $50,000 minus any expenses in excess of $25,000.

For example, for $200,000 cumulative gross proceeds, with $40,000 cumulative expenses, the total Member's share shall be

$$0.5 \times \$50{,}000 + 0.4 \times [(\$200{,}000 - \$50{,}000) - (\$40{,}000 - \$25{,}000)] = \$79{,}000.$$

20.4 Copyrightable Works.

20.4.1 When used in this agreement, the term "Copyright" (and derivatives of that term) shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. "Works of authorship" (including computer programs) include, but are not limited to

the following: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works.

20.4.2 Bargaining Unit Faculty Members retain ownership of their own copyrightable works unless the work is a work-for-hire or is subject to a separate written agreement that requires assignment to the University or to a third party. In the case of assignment to the University, the author will retain the right to use the material for his or her own noncommercial purposes.

20.4.3 Bargaining Unit Faculty Members shall cooperate with and sign all documents reasonably requested by the University to enable it to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to the University. The University shall cooperate with and sign all documents reasonably requested by a Bargaining Unit Faculty Member to enable him or her to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to that Member.

20.4.4 Traditional faculty products of scholarly activity that have customarily been considered to be the restricted property of the author will be owned by the author regardless of the medium in which the work is embodied. Such traditional products include, but are not limited to, journal articles, textbooks, monographs, works of art including paintings and sculptures, and musical compositions. The University does not claim any ownership rights to such works.

20.4.5 Proceeds earned from the commercialization of traditional faculty products will accrue entirely to the Bargaining Unit Faculty author(s) as personal income, unless copyright was previously assigned to the University or significant University resources were used in the production of the work. For traditional faculty products requiring significant use of University resources, author(s) will repay the University for identifiable resources from any personal income earned. Before making significant use of University resources in the creation of such works, Bargaining Unit Faculty Members shall consult with their Chair, who shall have the opportunity to consult with the Intellectual Property Officer prior to approval.

20.4.6 Significant use of University resources described in Section 20.4.5 pertains to the use of University facilities, staff or funds beyond those normally available to members of the University community. Use of assigned office space, normal clerical support, and routine use of library resources, desktop computers and office supplies are not significant use of University resources.

Article 21
Distance Learning

21.1 The term "distance learning" as used herein refers to a planned teaching/learning experience that makes significant use of any of a wide spectrum of instructional technologies to reach students who are separated by physical distance from the teacher. Distance learning includes but is not limited to: 1) synchronous distribution e.g. face to face interaction provided through room based-video, desktop-based video, or other modes of interactive audio and video conferencing, 2) asynchronous distribution, e.g., web-based or internet-based online courses/sections or 3) some combination of the above and/or through such other technologies as identified, provided, and supported by the University.

21.1.1 Distance learning courses shall be subject to the same Department, College, and University procedures for review and approval of curriculum changes as apply to non-distance learning courses.

21.1.2 Academic content developed by a Bargaining Unit Faculty Member for a distance learning course shall be used only by that Member unless (a) he or she has voluntarily allowed others to use the materials or (b) as expressly provided for in this Article 21 (Sections 21.5.2.5 and 21.5.3.5).

21.1.3 A Member teaching a distance learning class(es) shall select textbooks and other teaching materials pursuant to Section 7.1, unless the Member voluntarily agrees to teach a distance learning course developed by another Member.

21.2 Members may request a distance learning teaching assignment, but the decision to offer a distance learning class shall be made by the Dean of a College or designee, who shall first consider (a) whether the course content is appropriate for a distance learning format, (b) whether the individual Member's background, experience and skills are reasonably suited to teaching via distance learning, and (c) whether the class size is conducive to effective student learning.

21.2.1 Recognizing that the three years of this Agreement will be a time during which the use of distance learning at Wright State may change significantly, the University will not compel any Member to teach a distance learning class, except as set forth in Section 21.5.2.4 and Sections 21.5.3 and subsections.

21.2.2 When assigned to teach a specific distance learning course, a Bargaining Unit Faculty Member will receive in writing a response to any written request(s) the BUFM makes for any equipment, software or support that he or she feels is needed to offer the class.

21.2.3 The University will make a good faith effort to provide necessary support for Members who have been assigned to teach distance learning classes. Such support shall include needed training, consultation on instructional design, and technical assistance.

21.3 Bargaining Unit Faculty in each college shall designate an existing committee or form a new committee to receive and make recommendations about issues that may arise regarding

curricular standards, course quality, faculty preparation and support for distance learning. When the issue involves a challenge regarding an individual course assignment pursuant to Section 21.2, the Committee's recommendation will be sent to the Dean and the Provost.

21.4 Any major changes to the technology or course management system that supports distance learning will be reviewed and recommended through the IT governance infrastructure. Before making any such major changes, however, the University will solicit recommendations from the Academic Services Committee, from the college committees assigned to consider distance learning pursuant to Section 21.3, and from a seven person University Distance Learning Committee consisting of one Bargaining Unit Faculty Member selected by and from each of the College Committees identified in Section 21.3. This university-level committee will also convene, as necessary, to make recommendations regarding distance learning issues brought to the Committee by the AAUP-WSU or the University.

21.5 The University and the AAUP recognize four types of distance learning courses: Standard, Program, Multi-section, and Dual-mode.

21.5.1 "Standard" distance learning courses are assigned pursuant to Section 21.2 and 21.2.1 and are, in all other respects, considered to be the same as classes taught in a classroom. Except for classes taught in the summer or as overloads, Standard distance learning classes are taught without extra compensation, except as set forth in Section 21.6.

21.5.2 "Program" distance learning courses are developed and taught as part of a collection of courses or a planned collection of courses (a majority of which are distance learning) that leads to a graduate degree, an undergraduate major or minor, a certificate, or the equivalent. Each such course is created by a Content Development Team, based on a Bargaining Unit Faculty Member's subject matter expertise, and subject to that Member's approval.

21.5.2.1 A Member cannot be compelled to develop a Program distance learning course, and the University is not obligated to offer such development to any individual Member. When a Member is offered and agrees to develop a program distance learning course, that Member and the University will enter into a signed agreement specifying, at a minimum, (1) the course to be developed, (2) a description of the materials the Member is to develop, (3) the Member's roles and responsibilities as part of a course development team, and (4) an estimated course development schedule. The University will send copies of these Agreements to the AAUP-WSU. Before signing such an Agreement that includes provisions about compensation or intellectual property (ownership or use of materials) other than those expressly set forth in this Article 21, the University will negotiate such provisions with the AAUP-WSU.

21.5.2.2 A Member who develops a Program distance learning course will receive payment of no less than $5,000 to develop the course. Beginning in Summer semester 2017 the payment will be no less than $5,500 to develop the course.

21.5.2.3 Unless otherwise specified in a signed agreement, Members who develop Program distance learning courses will make minor revisions as necessary to keep the material current for a period of up to five years. However, major revisions requested by the University will be

documented in a separate agreement and will be considered new material, and the payment to the Member will be consistent with the payment for the original development and proportionate to the portion of the material subject to major revision. Thus, if the original development was completed for $5,000 and 60% of the material is to be revised under the new written agreement, the Member will be paid an additional $3000 for the revisions. All agreements to make major revisions will specify the materials the Member is to revise, the amount of money to be paid to the Member for these revisions, and the number of years (normally three to five) the newly revised material may be used.

21.5.2.4 At the discretion of the University and for a period of up to five years, the Member who develops a Program distance learning class will be assigned to teach the class as part of her or his workload, as a summer class(es) or, with the Member's agreement, as an overload. At any time, the Member and the University may agree to lengthen or shorten the five-year period.

21.5.2.5 The course product, or portions thereof, will only be used by that Member, except as follows:

- If the Member wishes to be relieved of teaching the course and requests to have another faculty member use the course product during a specified term(s) and the University agrees, then another faculty member may be assigned to teach the course.
- If the Member resigns or retires from the University or is on sick, Professional Development or other leave, the University may make the course product available for use by another faculty member for any term that begins within two years of the time when the University receives written notice of the Member's absence.
- If the University terminates or chooses to not continue the Member's faculty appointment, the course product will not be used after the Member has left the University.

21.5.2.6 The course product, or portions thereof, will only be used at Wright State University.

21.5.2.7 If both the University and the Member agree, a course developed as a Program distance learning course may also be taught as a "Multi-section" distance learning class pursuant to Sections 21.5.3 through 21.5.3.6.

21.5.3 "Multi-section" distance learning courses are developed to be taught as classes divided into sections. The Member who develops the course product will teach the class by serving as course director, teaching one section, and overseeing adjuncts or graduate students (facilitators) who teach other sections and serve as graders. Each such course is created by a Content Development Team, based on a Bargaining Unit Faculty Member's subject matter expertise, and subject to that Member's approval.

21.5.3.1 A Member cannot be compelled to develop a Multi-section distance learning course, and the University is not obligated to offer such development to any individual Member. When a Member is offered and agrees to develop a Multi-section distance learning course, that Member and the University will enter into a signed agreement specifying, at a minimum, (1) the course to be developed, (2) a description of the materials the Member is to develop, (3) the Member's roles and responsibilities as part of a course development team, and (4) an estimated course

development schedule. The University will send copies of these Agreements to the AAUP-WSU. Before signing such an Agreement that includes provisions about compensation or intellectual property (ownership or use of materials) other than those expressly set forth in this Article 21, the University will negotiate such provisions with the AAUP-WSU.

21.5.3.2 A Member who develops a Multi-section distance learning course will receive payment of no less than $5,000 ($5,500 starting in Summer 2017) to develop the course. For directing the course and teaching one section, the Member will be credited with one class as part of his or her workload. For each additional section taught by a facilitator under his or her direction that semester, the Member will be paid $500 (no less than $550 starting in Summer 2017) for the use of the distance learning course.

21.5.3.3 Unless otherwise specified in a signed agreement, Members who develop Multi-section distance learning courses will make minor revisions as necessary to keep the material current for a period of up to five years. However, major revisions requested by the University will be documented in a separate written agreement and will be considered new material, and the payment to the Member will be consistent with the payment for the original development and proportionate to the portion of the material subject to major revision. Thus, if the original development was completed for $5,000 and 60% of the material is to be revised under the new written agreement, the Member will be paid an additional $3,000 for the revisions. All agreements to make major revisions will specify the materials the Member is to revise, the amount of money to be paid to the Member for these revisions, and the number of years (normally three to five) the newly revised material may be used

21.5.3.4 At the discretion of the University and for a period of up to five years, the Member who develops a Multi-section distance learning class will be assigned to teach the class as part of her or his workload during the Fall or Spring Semester, or as a summer class(es) provided the Member wishes to teach in summer, or, with the Member's agreement, as an overload. At any time, the Member and the University may agree to lengthen or shorten the five year period.

21.5.3.5 The course product, or portions thereof, will be used only by that Member, except as follows:

- Persons hired by the University (facilitators) to teach sections of the course developed by the Member may use the course product or portions thereof.
- If the Member wishes to be relieved of teaching the course and requests to have another faculty member use the course product during a specified term(s) and the University agrees, then a faculty member who is mutually acceptable to the Member and the University may be assigned to teach the course. In such cases, the Member who developed the course and the faculty member teaching the course will each receive $250 per section taught by a facilitator (no less than $275 starting in Summer 2017).
- If the Member resigns or retires from the University or is on sick, Professional Development or other leave, the University may make the course product available for use by another faculty member for any term that begins within two years of the time when the University receives written notice of the Member's absence. In such cases, the Member who developed the course and the faculty member teaching the course will each

receive $250 per section taught by a facilitator (no less than $275 starting in Summer 2017).

- If the University terminates or chooses to not continue the Member's faculty appointment, the course product will not be used after the Member has left the University.

21.5.3.5.1 When the University first offers a Multi-section distance learning course that utilizes graduate students or adjuncts as facilitators to teach sections, the University and the AAUP-WSU will convene the University Distance Learning Committee pursuant to Section 21.4.

21.5.3.6 The course product, or portions thereof, will be used only at Wright State University. If the University wishes to use the material in some other way, the terms of that use will be negotiated with AAUP-WSU.

21.5.4 "Dual-mode" distance learning courses are taught when faculty agree to teach a video-based distance education section of a course they are simultaneously teaching as a conventional classroom course. Although the syllabi for the two sections may be identical in many respects, the syllabus for the video-based section must (a) describe the students' available means for active engagement with the instructor and (b) provide virtual office hours.

21.5.4.1 In order to compensate the Member for adding a second delivery mode, the Member will receive $500 when at least one student enrolls in the video-based distance education section of a course. To recognize that the combined number may be equivalent to two independent sections of the course, the Member will be paid for a course overload when the total number of students enrolled in the conventional classroom and the distance learning sections exceed the class size limit of the conventional classroom section by the percentages listed in the table below.

Class Size Range	Overload %
11-19	100%
20-29	55%
30-39	40%
40-49	30%
50 or greater	25%

21.5.4.2 The class size of the conventional classroom section will be based on the class enrollment limits posted by the Registrar.

21.5.4.3 The number of students will be as of the 1st day of the semester.

21.5.4.4 Course overloads will not be provided for Dual-mode courses where the class size is less than 11 students.

21.6 Preparation for Teaching Distance Learning. If a Member's first distance learning teaching assignment at Wright State University is a "Standard" distance learning course pursuant to Section 21.5.1, that Member will receive release time equal to one standard course within the College, during which time the Member will participate in training provided by the University in the use of distance learning technologies, instructional design, and related topics. Because they are assisted by a development team and compensated monetarily, Members who are teaching or have taught "Program" or "Multi-section" distance learning classes are not eligible for these course releases. These course releases are not available to Members who teach "Dual-mode" distance education classes pursuant to Section 21.5.4, whose "Standard" distance learning class (Section 21.5.1) is limited to audio, video, or conferencing technologies, or who have taught a distance learning course in the Fall 2014 semester or earlier.

21.7 Office Hours. A Bargaining Unit Faculty Member teaching a distance learning course may hold some of the normally expected office hours (see Section 7.5) online. If all classes taught during a given term are distance learning courses, the Member must still maintain sufficient on campus office hours to meet the reasonable needs of the Member's advisees.

21.8 Learning Environment. Consistent with the provisions of Section 7.6, a Bargaining Unit Faculty Member may block a disruptive student's access to a distance learning course.

21.9 During the life of this Agreement, the University will not enter into a contract(s) or other agreement(s) with a third party vendor(s) to provide a complete distance learning course (or materials that constitute the majority of the content for any distance learning course) without first negotiating an agreement with AAUP-WSU.

Article 22
Outside Employment

22.1 “Outside Employment” refers to professional activities of Bargaining Unit Faculty Members that fall outside of the normally defined workload of teaching, research, and service and that may involve external compensation. It does not apply to professional activities that reflect normal and expected public service for which compensation is limited to reimbursement of costs or nominal honoraria such as invited lectures, peer review panels, or activities explicitly included in approved practice plans. “Outside Employment” does apply to all other professional work and to teaching for institutions other than Wright State, including distance learning.

22.2 A Bargaining Unit Faculty Member’s outside employment must not interfere with his or her assigned duties, must contribute to the Member’s professional development, and must not occupy, on average, more than one day per week.

22.3 Bargaining Unit Faculty Members must submit a written request to their Dean and then receive written approval from their Dean prior to beginning outside employment.

22.4 When engaging in outside employment, Bargaining Unit Faculty Members may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

22.5 Bargaining Unit Faculty Members should make every effort to avoid any conflict or appearance of conflict between outside employment activities and University responsibilities, and to avoid accepting outside assignments that compete directly with academic functions of Wright State University.

22.6 Bargaining Unit Faculty Members are personally responsible for any damages or claims for damages which may arise in connection with their outside employment.

Article 23
Compensation

23.1 For academic year 2014-2015, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.1.1 through 23.1.2 below. For Members on fiscal appointments, these raises will be effective on July 1, 2014; and for Members on academic year appointments, these raises will be effective on August 1, 2014.

23.1.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 2.0% of his or her 2013-2014 annual base salary.

23.1.2 In addition to the increase specified in Section 23.1.1, each Member who was an Assistant Professor in the 2013-2014 academic year and will continue at that rank for the 2014-2015 academic year shall receive a $600 increase to the Member's base salary.

23.1.3 The University will provide an across-the-board raise equal to 1% raise for all Bargaining Unit Faculty Members enrolled in STRS or an alternative retirement system program to offset the 1% increase in STRS contributions that will begin effective July 1, 2014 for Members on fiscal appointments and August 1, 2014 for Members on academic appointments. This increase is a good faith effort that recognizes in the previous CBA the University had committed up to 2% for such increases but was only required to provide 1%. This does not obligate the University to commit future salary increases should Bargaining Unit Faculty Members in STRS or an alternative retirement system program experience additional increases to their retirement contribution rates.

23.2 For academic year 2015-2016, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.2.1 through 23.2.3 below. For Members on fiscal appointments, these raises will be effective on July 1, 2015; and for Members on academic year appointments, these raises will be effective on August 1, 2015.

23.2.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2014-2015 annual base salary.

23.2.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2014-2015 annual base salaries of all Bargaining Unit Faculty Members.

23.2.3 In addition to the increases specified in Sections 23.2.1 and 23.2.1, each Member who was an Assistant Professor in the 2014-2015 academic year and will continue at that rank for the 2015-2016 academic year shall receive a $600 increase to the Member's base salary.

23.2.4 In addition to the pools specified in Sections 23.2.1 through 23.2.3 the University shall distribute to each college a pool equal to 1.0% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market considerations or proportionally lower than other Members in the department in ways that cannot

be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University; in a given college, any monies from this pool that are not distributed to an individual Member shall be divided as follows: 0.75 of the monies not distributed shall be used to augment the merit raise pools (Section 23.2.2) of the college's departments proportional to the pre-augmentation departmental merit raise pools (*M* in Section 11.7), and 0.25 of the monies not distributed shall be distributed across-the-board to all Bargaining Unit Faculty Members in that college. All decisions made by the AAUP-WSU and the University pursuant to Section 23.2.4 are final and not subject to grievance or arbitration pursuant to Article 16.

23.3 For academic year 2016-2017, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.3.1 through 23.3.3 below. For Members on fiscal appointments, these raises will be effective on July 1, 2016; and for Members on academic year appointments, these raises will be effective on August 1, 2016.

23.3.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2015-2016 annual base salary.

23.3.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2014-2015 annual base salaries of all Bargaining Unit Faculty Members.

23.3.3 In addition to the increases specified in Sections 23.3.1 and 23.3.2, each Member who was an Assistant Professor in the 2015-2016 academic year and will continue at that rank for the 2016-2017 academic year shall receive a $600 increase to the Member's base salary.

23.3.4 In addition to the pools specified in Sections 23.3.1 through 23.3.3 the University shall distribute to each college a pool equal to 0.75% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market considerations or proportionally lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University, and any monies from this pool that are not distributed to an individual Member shall be used to augment the merit raise pools (Section 23.3.2) of the college's departments proportional to the pre-augmentation departmental merit raise pools (*M* in Section 11.7) . All decisions made by the AAUP-WSU and the University pursuant to Section 23.3.4 are final and not subject to grievance or arbitration pursuant to Article 16.

23.4 Promotion Increases. A Bargaining Unit Faculty Member who is promoted from Associate Professor to Professor shall receive an increase of 7.5% of that Member's annual base salary. A Bargaining Unit Faculty Member who is promoted from Assistant Professor to Associate Professor shall receive an increase of 7.5% of that Member's annual base salary.

23.4.1 The University will add promotion increases (Section 23.4) to a Bargaining Unit Faculty Member's base salary before making salary adjustments pursuant to Sections 23.1 through 23.3.4.

23.5 Overload Salary. Bargaining Unit Faculty Members who are offered and agree to teach overload classes shall be paid in accordance with the following schedule:

Rank	Minimum Rate Per Semester Credit Hour
Assistant Professor	$615
Associate Professor	$735
Professor	$823

23.6 Summer Semester. A Bargaining Unit Faculty Member with an academic year appointment who has completed two semesters of service and is assigned by the University to teach during the summer semester will be compensated as specified in Sections 23.6.1 through 23.6.9.

23.6.1 A Bargaining Unit Faculty Member will receive 1/36th of his or her annual base salary for the preceding two semesters per scheduled credit hour of summer up to a maximum of six credit hours per six-week term when teaching a single six-week term each summer.

23.6.2 A Bargaining Unit Faculty Member who is assigned to teach courses in both six-week terms of a single summer or that span the full twelve-week summer session will receive 1/36th of her or his base salary per scheduled credit hour of summer instruction, up to a maximum of twelve credit hours.

23.6.3 A Member's salary will be calculated at an overload rate, pursuant to Section 23.5, for teaching more than six credit hours in a single six week term or more than twelve credit hours across twelve weeks of a single summer.

23.6.4 Once registration for summer has begun, cancellation of a class scheduled to be taught by a Member requires approval by a provost. For purposes of determining whether to cancel summer classes, 1 graduate student shall be the equivalent of 2 undergraduate students.

23.6.4.1 The University will not cancel a summer class scheduled to be taught by a Bargaining Unit Faculty Member if it has an enrollment of 15 or more undergraduate students, or the equivalent. If it becomes necessary to cancel a class, the university will make a good faith effort to preserve the Members' opportunity to teach summer classes as set forth in Section 7.8.1.

23.6.4.2 If summer classes assigned to a Member pursuant to Section 7.8.1 have an average enrollment of 15 or more undergraduate students, or the equivalent, the University will not cancel one of those classes without reassigning the Member to another class or otherwise compensating the Member as though the class had been offered.

23.6.5 After the University has offered summer teaching opportunities to all Bargaining Unit Faculty in a given department pursuant to Section 7.8 and subsections, the University and a

Bargaining Unit Faculty Member in that department may agree that the Member teach, at any time during that summer, a class with an enrollment of ten or fewer undergraduate students (or the equivalent) at an overload rate. Such arrangements are not considered summer teaching hours pursuant to Section 7.8.1.

23.6.6 The University and the AAUP-WSU recognize the possibility that unforeseen financial, curricular, and/or enrollment management circumstances may arise making it appropriate to depart from the foregoing summer salary provisions and agree to discuss any such possibilities that are introduced by either party. No changes to the provisions shall be made without agreement of both the University and the AAUP-WSU.

23.6.7 If a class that is part of a cohort program is scheduled to meet during all or part of a summer session, then the provisions of Sections 23.6.1 through 23.6.6 pertain to that class and thus to the Member teaching it. However, if the University has offered summer teaching opportunities to all Bargaining Unit Faculty in the Member's department pursuant to Section 7.8 and subsections, then the Member may be paid at an overload rate for the cohort program class consistent with what is paid for such courses at other times during the calendar year.

23.6.8 Through summer 2015: Should no eligible Bargaining Unit Faculty Members agree to teach a summer class, the University may at its sole discretion either cancel that class or hire an individual outside the Bargaining Unit to teach the class at a salary not to exceed that last offered to a Member of the Bargaining Unit.

23.6.8.1 Effective summer 2016: Should no eligible NTE or TET Bargaining Unit Faculty Members agree to teach a summer class, the University may at its sole discretion either cancel that class or hire an individual in neither Bargaining Unit to teach the class at a salary not to exceed that last offered to a Member of the Bargaining Unit.

23.6.9 Additional provisions regarding summer teaching assignments are found in Appendix H, the intent of which is to ensure that the summer teaching opportunities identified in Section 7.8.1 are not diminished by assignment of classes to persons not in the TET Bargaining Unit through summer 2015 (to persons in neither the NTE or TET Bargaining Unit effective summer 2016). Should either party believe that such opportunities have been so diminished, the University and AAUP-WSU will meet to discuss and resolve the matter.

23.6.10 Summer Semester Research Salaries: Bargaining Unit Faculty on academic year contracts who direct independent laboratory research for either undergraduate or graduate students during the summer will receive a stipend of at least:

For undergraduate research students: $68/credit hour
For master's students: $114/credit hour
For Ph.D. students: $227/credit hour

Article 24
Minimum Salaries

24.1 2014-2015: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

24.1.1 For each continuing Bargaining Unit Faculty Member on an academic year appointment who will hold the rank of Associate Professor for the first time during the academic year 2014-2015, the University will compute a provisional base salary "*x*" for the academic year 2014-2015 by applying the applicable raises specified in Sections 23.1 through 23.4.1 of Article 23 to the Member's base salary for 2013-2014. Then, the University will compute the Member's final base salary "*y*" for the academic year 2014-2015 in accordance with the formula

$$y = \begin{cases} m + \left(\dfrac{M - m}{M - L} \cdot (x - L) \right) & \text{if } x \text{ is less than } M \\ x & \text{if } x \text{ is greater than or equal to } M \end{cases}$$

where

L equals the lowest provisional base salary among all continuing Bargaining Unit Faculty Members who will hold the rank of Associate Professor for the first time during the academic year 2014-2015 (with fiscal year provisional base salaries multiplied by 9/11 for purposes of determining *L*),

and, as is shown in row 1 of Table A below,

m equals $69,044, and
M equals $73,144.

Thus, if the Member's provisional base salary is less than *M* ($73,144), then the final base salary will be higher than the provisional base salary and will be between *m* ($69,044) and *M* ($73,144); and otherwise, the final base salary will be the same as the provisional base salary.

Table A				
	Year	Rank	*m*	*M*
1	2014-2015	Associate Professor	$69,044	$73,144
2	2014-2015	Professor	$84,454	$89,470
3	2015-2016	Associate Professor	$71,288	$75,522
4	2015-2016	Professor	$87,199	$92,378
5	2016-2017	Associate Professor	$73,605	$77,976
6	2016-2017	Professor	$90,033	$95,380

24.1.2 For each continuing Bargaining Unit Faculty Member on an academic year appointment who will hold the rank of Professor for the first time during the academic year 2014-2015, the University will determine a provisional base salary and a final base salary, using the procedure and formula in Section 24.1.1 above but with L equal to the lowest provisional base salary among all continuing Bargaining Unit Faculty Members who will hold the rank of Professor for the first time during the academic year 2014-2015 (with fiscal year provisional base salaries multiplied by 9/11 for purposes of determining L); and with m and M as shown in row 2 of Table A.

24.1.3 For each continuing Bargaining Unit Faculty Member on a fiscal year appointment who will hold the rank of Associate Professor for the first time during the fiscal year 2014-2015, the University will

1. determine a provisional base salary "x_f" using the procedure in Section 24.1.1 above (i.e., by applying the applicable raises specified in Sections 23.1 through 23.4.1 of Article 23 to the Member's base salary for the previous year [2013-2014]),
2. compute x equal to $9 \cdot x_f/11$,
3. compute y according to the formula in 24.1.1 (with the same values of L, m, and M as in Section 24.1.1), and
4. compute the final base salary y_f equal to $11 \cdot y/9$.

24.1.4 The University will proceed in a like manner for each Bargaining Unit Faculty Member on a fiscal year appointment who will hold the rank of Professor for the first time during the fiscal year 2014-2015, but with the values of L, m, and M as in Section 24.1.2.

24.2 2015-2016: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

The University will proceed as described in Sections 24.1 through 24.1.4, using values of m and M specified in rows 3 and 4 of Table A (and values of L based on salaries for 2014-2015).

24.3 2016-2017: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

The University will proceed as described in Sections 24.1 through 24.1.4, using values of m and M specified in rows 5 and 6 of Table A (and values of L based on salaries for 2015-2016).

24.4 Other Bargaining Unit Faculty at the Ranks of Associate Professor and Professor

For 2014-2015 [and 2015-2016; and 2016-2017], the minimum salary for each Bargaining Unit Faculty Member at the rank of Associate Professor or Professor to whom the provisions of Sections 24.1 through 24.1.4 [respectively Section 24.2; and Section 24.3] do not apply will be as specified in rows 1 and 2 [respectively rows 3 and 4; and rows 5 and 6] of Table B below. Any such Bargaining Unit Faculty Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table B below will receive an

increase to the annual base salary so that the final base salary equals the appropriate amount in Table B.

Table B				
	Year	Rank	Academic Year Appointees	Fiscal Year Appointees
1	2014-2015	Associate Professor	$69,044	$84,387
2	2014-2015	Professor	$84,454	$103,222
3	2015-2016	Associate Professor	$71,288	$87,130
4	2015-2016	Professor	$87,199	$106,577
5	2016-2017	Associate Professor	$73,605	$89,962
6	2016-2017	Professor	$90,033	$110,041

24.5 Bargaining Unit Faculty at the rank of Assistant Professor

The minimum salary for each Bargaining Unit Faculty Member at the rank of Assistant Professor will be as specified in Table AP below. Thus, any such Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table AP below will receive an increase to the annual base salary so that the final base salary equals the appropriate amount in Table AP.

Table AP			
Year	Rank	Academic Year Appointees	Fiscal Year Appointees
2014-2015	Assistant Professor	$55,604	$67,961
2015-2016	Assistant Professor	$57,411	$70,170
2016-2017	Assistant Professor	$59,277	$72,450

24.6 In the application of the formula in Section 24.1.1, if in any case the calculated value of L should be greater than m, the parties will meet to determine the final base salary of each Member with a provisional base salary less than M; for each such Member, the final base salary will be greater than the provisional base salary but not more than M.

Article 25
Additional Compensation

25.1 The University has the right to make salary adjustments which are more favorable than those called for in this Agreement to any Member(s) of the Bargaining Unit to respond to a bona fide offer from another university or other employer.

25.1.1 The University shall inform the AAUP-WSU of any adjustment made pursuant to Section 25.1 and provide the AAUP-WSU with a copy of the offer letter within ten (10) working days of a Bargaining Unit Faculty Member's acceptance of such adjustment.
A salary adjustment made in response to an offer from a non-academic employer shall be considered an exceptional event, and the University will provide to the AAUP-WSU a written explanation.

25.2 The University has the right to make salary adjustments which are more favorable than those called for in this Agreement to any Member(s) of the Bargaining Unit to respond to external market factors in the absence of a bona fide offer from another institution.

25.2.1 In the absence of a bona fide offer, a salary adjustment must be supported by specific evidence of excellent performance and evidence that the individual's current salary is below the market salary for individuals with comparable records at other academic institutions. Such comparisons may take into account market factors including those that exist in specific fields and sub-disciplines.

25.2.2 Before making such adjustments to a Member's salary, the University will consider (1) whether the same or similar circumstances apply to other faculty in that college and (2) if an anticipated salary adjustment would create or increase salary differences that are not supported by market factors and performance.

25.2.3 Once this review has been completed the results will be shared with AAUP-WSU along with all supporting evidence. AAUP-WSU will be given at least ten working days to review the evidence along with any proposed salary adjustments. Once the review period is over the University will notify Members and the AAUP-WSU in writing of any salary adjustments.

25.3.1 Adjustments made pursuant to Article 25 shall not decrease the salary increases available to other Members of the Bargaining Unit as provided for in this Agreement.

25.3.2 Adjustments made pursuant to Article 25 shall be approved by the Dean of the Member's College and the Provost.

Article 26
Medical, Dental and Vision Insurance

26.1 For the duration of this Agreement, the University will provide Bargaining Unit Faculty Members with medical insurance, a prescription drug benefit, dental insurance, and vision insurance.

26.1.1 Through December 31, 2014, those plans and the benefits they provide will be substantially the same as those available to Bargaining Unit Faculty as of January 1, 2014. Through December 31, 2014, the monthly premiums paid by TET Bargaining Unit Faculty will be as those specified in the October 12, 2011 – June 30, 2014 CBA for TET faculty; and the monthly premiums paid by NTE Bargaining Unit Faculty will be same as those they paid effective January 1, 2014. However, the following improvement will be effective upon execution of this agreement:

> If a Member receives medical services at an in-network hospital, and is subsequently charged out-of-network co-pays, co-insurance and/or deductibles (e.g., an out-of-network physician) for services they received at the in-network hospital then the Member can submit a request to Horan for reimbursement that would render the Member's costs to in-network rates. The only exception to the foregoing is when the Member explicitly and knowingly chooses an out-of-network provider from whom to receive a service at the in-network hospital.

26.1.2 Effective January 1, 2015, the University will offer three choices for medical insurance, all of which will include prescription drug benefits, specifically two PPO plans and one HDHP plan:

A. Anthem's "Blue Access® (PPO)–90/10 Plan" as of January 1, 2014, but with the an annual out of pocket maximum of $1,000/$2,000 (in network, individual/family) or $2,000/$4,000 (non-network, individual/family);

B. Anthem's "Blue Access® (PPO)–80/20 Plan" as of January 1, 2014, but with the an annual out of pocket maximum of $1,750/$3,500 (in network, individual/family) or $3,500/$7,000 (non-network, individual/family);

C. Anthem's "Lumenos Health Savings Accounts Option 6 – HDHP" as of January 1, 2014, but with the changes in HSA contributions described in Section 26.2 below.

26.1.3 If a Member receives medical services at an in-network hospital, and is subsequently charged out-of-network co-pays, co-insurance and/or deductibles (e.g., an out-of-network physician) for services they received at the in-network hospital then the Member can submit a request to Horan for reimbursement that would render the Member's costs to in-network rates. The only exception to the foregoing is when the Member explicitly and knowingly chooses an out-of-network provider from whom to receive a service at the in-network hospital.

These benefits are summarized in Appendix E.

26.1.4 Through December 31, 2014, if a Member elects coverage under the HDHP for the upcoming (2015) calendar year and the Member has a health care flexible spending account (FSA) (see Sections 31.3 and 31.3.1), the Member must have a zero balance in his or her health care FSA by December 15 of the current (2014) year. If any funds are in a Member's health care FSA as of December 15, 2014 that Member will be dis-enrolled from the HDHP and must immediately elect another medical plan offering.

See Section 31.3.1 for additional information about health care Flexible Spending Accounts.

26.1.5 Effective January 1, 2015, the University will continue to offer dental insurance and vision insurance with substantially the same level of benefits as were provided to Bargaining Unit Faculty on January 1, 2014, but with the following improvements to the dental coverage:

- The maximum annual benefit per patient for services other than orthodontic services is $1,250.
- The maximum lifetime benefit for orthodontic treatment for a child is $1,500.

26.2 In each of the years 2015, 2016, and 2017, for Members electing coverage under the HDHP, the University will make the following contributions to a Health Savings Account (HSA).

Employee Only	$1,000
Employee and One Dependent	$2,000
Employee and Two or More Dependents	$2,000

26.3 Monthly premiums for Bargaining Unit Faculty Members.

The monthly premium contributions to be paid by Bargaining Unit Faculty Members in 2015, 2016 and 2017 are shown in the tables below. These are bundled premiums covering medical (incorporating prescription drugs), dental, and vision insurance. These premiums shall apply from January 1 through December 31 of each year. The salary ranges apply to a Member's base salary, whether an academic year base salary or a fiscal year base salary

2015: PPO 90/10	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$101	$119	$136	$154
EE + 1	$189	$227	$265	$303
EE + 2	$268	$323	$377	$432
2015: PPO 80/20	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$59	$76	$94	$111

EE + 1	$122	$160	$207	$236
EE + 2	$181	$236	$290	$345
2015: HDHP	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$42	$54	$67	$78
EE + 1	$88	$114	$145	$165
EE + 2	$130	$168	$205	$244

2016: PPO 90/10	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$105	$123	$142	$160
EE + 1	$199	$239	$278	$318
EE + 2	$284	$342	$400	$458
2016: PPO 80/20	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$62	$79	$97	$116
EE + 1	$128	$168	$218	$247
EE + 2	$192	$250	$307	$366
2016: HDHP	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$43	$56	$69	$81
EE + 1	$92	$119	$153	$173
EE + 2	$138	$178	$218	$258

2017: PPO 90/10	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$109	$128	$147	$167
EE + 1	$209	$250	$292	$334
EE + 2	$301	$363	$423	$485
2017: PPO 80/20	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$64	$82	$101	$121
EE + 1	$135	$176	$228	$260
EE + 2	$203	$265	$326	$388
2017: HDHP	Tier 2: $30,000-$49,999	Tier 3: $50,000-$74,999	Tier 4: $75,000-$99,999	Tier 5: >$100,000
EE only	$45	$59	$72	$85
EE + 1	$96	$125	$160	$182
EE + 2	$146	$189	$230	$273

26.3.1 Pursuant to Ohio House Bill 1, a Member who chooses to cover an unmarried adult child (or children) from age of 26 and up to the end of the month the child turns age 28 shall pay the following additional after-tax monthly premium contribution per covered adult child; these additional after-tax monthly premium contributions shall be paid during the calendar years (January 1 through December 31).

	2015	2016	2017
PPO 90/10	$289	$303	$318
PPO 80/20	$284	$299	$314
HDHP	$268	$281	$295

26.4 Eligible dependents for purposes of health care coverage are the Member's spouse; the Member's domestic partner; the unmarried child including a stepchild or adopted child of the Member, of the Member's spouse or domestic partner, or for whom the Member, the Member's spouse or the Member's domestic partner is the legal guardian. Determination of dependent eligibility shall be consistent with criteria used beginning January 2007.

26.5 The University is committed to providing problem solving support services for faculty through the adopted health care coverage. If a situation occurs, the Member should contact the

dedicated Anthem service representative via the phone numbers listed on the back of their insurance card. If further assistance is still needed, the WSU's benefits consultant, Horan is available to assist. And, if still unresolved, a member of the Human Resources Benefit team will assist with next steps.

26.7 If the University is considering a change in plan administrators or insurance carriers, the AAUP-WSU will be given an opportunity to suggest criteria for RFPs. In the event that the University solicits RFPs, the AAUP-WSU will be given an opportunity to recommend to the University which proposals should be accepted or rejected. The AAUP-WSU acknowledges that such decisions are often made in a very short time frame and agrees to respond promptly with its recommendations so that the University's processes are not delayed.

Article 27
Life and Disability Insurance

27.1 Life Insurance. For the duration of this Agreement, the University will provide, at no cost to the Bargaining Unit Faculty Member, term life insurance in an amount equal to 2.44 times the Bargaining Unit Faculty Member's annual base salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Bargaining Unit Faculty Member's annual base salary for those Members with fiscal year appointments, with a maximum limit of $400,000 for all academic and fiscal Members.

27.2 Accidental Death and Dismemberment Insurance. For the duration of this Agreement, the University will provide, at no cost to the Bargaining Unit Faculty Member, accidental death and dismemberment insurance in an amount equal to 2.44 times the Bargaining Unit Faculty Member's annual base salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Bargaining Unit Faculty Member's annual base salary for those Members with fiscal year appointments, with a maximum limit of $400,000 for all academic and fiscal Members.

27.3 Long Term Disability Insurance. For the duration of this Agreement, the University will provide, with no premium contribution by the Bargaining Unit Faculty Member, long term disability insurance. This coverage pays a disability income benefit beginning after six months of total disability. The benefit amount is equal to 60 percent of a Bargaining Unit Member's monthly earnings (with a maximum benefit of $10,000 per month) less any income benefits payable by STRS, Social Security, or Workers' Compensation. In addition, the plan contributes 10 percent of the Member's usual monthly earnings to a retirement annuity during each month the Member receives group disability benefits. The value of this annuity contract is payable on a lifetime income basis when monthly disability benefits cease or when disability ends.

Article 28
Vacation and Sick Leave

28.1 Vacation Eligibility and Accrual Rates. Bargaining Unit Faculty Members with fiscal year appointments earn vacation as follows:

Members with less than 25 years of service earn 14.67 hours of vacation per pay period, for a total of 22 days per year.

Members with 25 or more years of service earn 16.67 hours of vacation per pay period, for a total of 25 days per year.

Each August 31, all vacation balances in excess of 352 hours will be reduced to 352 hours.

28.2 Vacation Authorization and Records. Fiscal year Bargaining Unit Faculty Members must request vacation hours consistent with Section 7.4 from their Department Chairs and record all vacation hours used in a given month through completed Leave Reports in Wings Express. The Department Chair, or other immediate supervisor where appropriate, shall approve all such requests for vacation hours that do not directly conflict with a Member's assigned duties.

28.3 Payment for Unused Vacation.

28.3.1 When a fiscal year Bargaining Unit Faculty Member terminates employment with the University, the unused balance of the Member's vacation will be paid in cash, according to the following calculation:

Fiscal year salary ÷ 11 months = monthly salary

Monthly salary ÷ 21.667 days = daily pay

Daily pay ÷ 8 hours = hourly pay.

28.3.2 The maximum vacation payoff for a fiscal year Bargaining Unit Faculty Member is 44 days or 352 hours.

28.3.3 A fiscal year Bargaining Unit Faculty Member who changes to an academic year appointment will be paid for accrued but unused vacation hours up to the maximum payoff, effective with the change to the academic year appointment.

28.3.4 When the University closes for the four work days between the paid holidays of Christmas and New Year's Day, Members with a fiscal appointment will receive two days of paid winter leave and will either work or use vacation hours for the other two days. The University recognizes that Members may elect to work off campus during this period.

28.4 Sick Leave Accrual Rates. Bargaining Unit Faculty Members with fiscal appointments earn 10 hours (1.25 days) of sick leave per month. Academic year Members earn 45 hours (5.625

days) of sick leave for each of the Fall and Spring Semesters and an additional 30 hours (3.75 days) of sick leave when they teach full time (12 credit hours) during the Summer. For teaching less than 12 credit hours in the summer, sick leave is pro-rated (3 credit hours =7.5 hours of sick leave; 4 credit hours = 10 hours of sick leave; 6 credit hours = 15 hours; etc.). Sick leave accumulates with no limit to the number of hours of sick leave which may be accrued by a Bargaining Unit Faculty Member. When on leave without pay pursuant to Section 30.7, Members do not accrue sick leave.

28.5 Legitimate Uses of Sick Leave. Sick leave is the authorized absence of a Bargaining Unit Faculty Member with pay because of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or students; because of illness or injury of a member of the employee's immediate family that requires the attendance of the employee; because of a death in the employee's immediate family; or because of medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family that requires the attendance of the employee. Paid sick leave usage for the death of a member of the employee's immediate family is limited to five working days.

28.5.1 For purposes of authorizing sick leave, the University normally defines a Bargaining Unit Faculty Member's immediate family to include spouse, child, grandparent, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, legal ward, legal guardian or person who stands in place of the parent, and domestic partner registered through the Wright State University Department of Human Resources.

28.6 Sick Leave Authorization and Use. Sick leave may be used during any period of time in which the Bargaining Unit Faculty Member is under contract to perform services for the University. During the summer a Bargaining Unit Faculty Member is required to use sick leave only during the terms when he or she is accruing sick leave pursuant to Section 28.4. Bargaining Unit Faculty Members shall report all uses of sick leave and shall supply to Human Resources any reasonable documentation which may be required by the University, including verification from a physician(s). The University has the right to require a second opinion to confirm a diagnosis and the need for sick leave. If the University requires a second opinion, it will be at the expense of the University. While the Member's department chair and dean must be notified of the Member's sick leave, such notification need not reveal the specific nature of the illness. When using sick leave days, the Member shall promptly notify his or her Department Chair and, whenever possible, advise of the estimated duration of absence.

28.7 Use of sick leave. Bargaining Unit Faculty Members and their Department Chairs and Deans will cooperate, as much as possible, to minimize disruptions of classes due to a Member's need for sick leave.

28.7.1 When a Member has reason to believe that she or he will need to miss classes due to illness, the Member will promptly notify his or her Department Chair.

28.7.2 When a Member must miss a class because of illness, he or she will make a good faith effort to (a) arrange for a colleague to teach the class or (b) provide an alternative learning experience for the students.

28.7.3 Members will make a good faith effort to schedule elective and non-emergency medical treatments so as to minimize disruption to their teaching assignments. When possible, they will schedule such events outside the academic year, during breaks, or at times so that the treatment and recovery period are confined to a single semester.

28.7.4 When a Member must miss a substantial portion of classes in a semester, the University and the AAUP-WSU recognize that the University may need to hire another Member or an adjunct faculty member to take over that Member's teaching. Both the Department Chair and the Member will make good faith efforts to minimize the amount of time the replacement faculty member is needed.

28.7.5 As early as possible, Members will notify their Department Chairs about their anticipated date of return from sick leave.

28.7.6 When a Member returns from sick leave during a semester when his or her classes have been assigned to another faculty member, the University will either (a) reassign the classes to the returning Member or (b) assign an alternative work assignment to the Member. Any such alternative work assignment shall be reasonably related to faculty duties, shall require an amount of effort that is comparable to the teaching assignments it replaces, and shall be given to the Member in writing.

28.7.7 Utilizing distance education, alternative scheduling, or other reasonable means, the University and individual Members will make a joint good faith effort, when possible, to make adjustments to that person's workload in order to avoid his or her moving to unpaid status due to insufficient sick leave accrual. The University has no obligation to enter into arrangements that may compromise instructional quality or impede curricular needs and no obligation to continue arrangements for more than one year.

28.8 Transfer of Accrued Sick Leave. When an individual enters the Bargaining Unit with prior service with another Ohio state agency, accrued sick leave officially certified by such agency will be accepted at Wright State, provided that the time between separation from such agency and entry into the Bargaining Unit does not exceed ten years.

28.9 Payment for Accrued Sick Leave.

28.9.1 Upon retirement after ten (10) years of state service in Ohio and in accordance with criteria established by the State Teachers Retirement System (STRS) or death after ten (10) years of state service in Ohio, the Bargaining Unit Faculty Member or his or her estate will receive cash payment for one-fourth of the value of all unused accrued sick leave, up to a maximum of 30 days (240 hours), based on the rate of compensation for that Member at the time of separation from the University. The formula to be used in the calculation of sick leave pay-out for fiscal year Bargaining Unit Faculty Members is the same as used for vacation pay-out as specified in Section 28.3.1. The formula to be used in the calculation of sick leave pay out for Bargaining Unit Faculty Members with academic year appointments is:

Academic year salary ÷ 9 months = monthly salary

Monthly salary ÷ 21.667 days = daily pay

Daily pay ÷ 8 hours = hourly pay

28.9.2 A retirement cash settlement for sick leave shall be made only once to any Bargaining Unit Faculty Member. A Member who returns to state service after retirement may accrue and use sick leave, but will not receive a cash settlement for unused sick leave at the time of any subsequent retirement.

Article 29
Professional Development Leave

29.1 Professional Development Leaves are granted for planned programs of education, research, study, creative activity, travel, and other professional undertakings of importance to both the individual and the University. All Professional Development Leave proposals should advance the academic qualifications of Bargaining Unit Faculty Members and enhance their contribution to the University as teachers and scholars. Professional Development Leaves cannot be used to work toward a terminal degree.

29.2 Eligibility. To be eligible for a Professional Development Leave (PDL), a Bargaining Unit Faculty Member must be tenured and have completed seven academic years of service as a full-time tenured or tenure-eligible faculty member at Wright State University. A Member who has been granted a Professional Development Leave shall complete another seven academic years of service at Wright State University before becoming eligible for another grant of Professional Development Leave.

29.2.1 Department Chairs who meet the requirements for eligibility set forth in Section 29.2 and who will become Bargaining Unit Faculty Members within twelve months from the time of their application are eligible to apply for PDLs and will be considered in the process and by the criteria set forth below.

29.2.2 "Academic year of service," as used in Section 29.2, is defined as at least two of three consecutive quarters in a year or both Fall and Spring semesters of an academic year, beginning with the fall term of one calendar year and ending with the spring term of the following calendar year.

29.3 Period of Leave and Compensation. The period of Professional Development Leave for the Bargaining Unit Faculty Member shall consist of one of the following:

29.3.1 If granted one semester leave, a Member will receive--

- one semester leave at 100% of annual base salary, or
- two semesters leave at 75% of annual base academic salary (81% of annual base fiscal salary).

29.3.2 If granted two semesters leave, a Member will receive two semesters at 100% of annual base salary.

29.3.4 For Members with fiscal appointments, one semester leave is equal to four and one half months.

29.4 Number of Professional Development Leaves. Each year the University shall provide opportunity for Professional Development Leave semesters up to a number equal to twenty-two percent of the eligible Bargaining Unit Faculty Members in each College, and no fewer than two semesters in each College.

29.4.1 When one or more PDL semester(s) are awarded to a department chair who applies pursuant to Section 29.2.1, the University will add that number of PDL semesters to the total, and they will be awarded by the subcommittee as described in Section 29.5.5.

29.4.2 Normally, PDL semesters are awarded in one academic year and taken in the next. Thus, a two semester PDL approved in Fall 2014 is taken Fall 2015 through Spring 2016.

29.4.3 When the approved PDL project involves an external appointment, collaboration, or other commitment that can only be accomplished if started before the next academic year or if continued into the following academic year, the University may (but is not obligated to) grant leave semesters that are before or after the normal academic year when they would be taken. Thus, a two semester PDL approved in Fall 2014 could start as early as Spring 2015 (Spring 2015 through Fall 2015) or continue as late as Fall 2016 (Spring 2016 through Fall 2016).The decision whether to approve PDL semesters at alternative times is at the sole discretion of the University.

29.4.4 When a Member is offered a prestigious fellowship or other important opportunity that is only available at a time before the Member is eligible for a PDL, the University may (but is not obligated to) offer him or her a Special Fellowship Leave (SFL). This special leave is treated as though it were a PDL regarding salary and benefits, and the Member's eligibility for a subsequent PDL is adjusted to preserve the cycle of eligibility set forth in Section 29.2. Thus, if six years were completed between the last PDL and the SFL, then the Member must complete eight more years of service after the SFL is taken before being eligible for another PDL.

29.5 Procedure for Application and Review.

29.5.1 Bargaining Unit Faculty Members seeking Professional Development Leave during the following academic year shall submit a leave proposal (5 page limit not including any supporting materials) and a current curriculum vitae to the dean by October 15, 2014 and by September 15 in 2015 and 2016. The supporting materials may but need not include statements of support solicited by the applicant from the Department Chair, the Department Promotion and Tenure Committee, or other appropriate sources. The proposal should specify the project planned, the expected outcomes, the semester(s) for which the leave is requested, any extramural funding expected or being solicited, and alternative plans if any anticipated funding (internal or external) is not received.

29.5.2 For each proposal, the Dean shall solicit a statement from the Chair indicating whether and how adequate coverage can be provided during the Bargaining Unit Faculty Member's absence.

29.5.3 The Dean shall initiate a review of all applications for Professional Development Leave by a college committee composed of Bargaining Unit Faculty in that college, which shall make two recommendations to the Dean, accompanied by an explanation for both: (1) an overall evaluation of the proposal's merits based on the criteria in Section 29.6.1 (high, medium, low, or unsatisfactory); (2) the number of semesters of PDL that should be awarded (zero, one, or two) based on the criteria in Section 29.6.2.

29.5.4 After receiving recommendations from the faculty committee, the Dean will award Professional Development Leaves using only the criteria in Section 29.6. However, the Dean may turn down a request for a PDL (or may award fewer semesters than otherwise merited) because of (1) the Chair's statement about adequate coverage pursuant to Section 29.5.2 or (2) an insufficient number of PDL semesters allocated to the Dean's college pursuant to Section 29.4. In the event that (1) occurs, the Dean will send a written statement to the Member, the Member's Department Chair, and the AAUP-WSU. No Bargaining Unit Faculty Member will be denied a Professional Development Leave in whole or in part, or an additional leave semester at reduced pay, based on unavailable coverage two years in a row.

29.5.5 A dean who has awarded all available PDL semesters pursuant to Section 29.4 may (but is not required to) request to the Provost that additional semesters be awarded in a specified priority order from any not used from the allotments in other colleges. If the Provost receives no more such requests than can be filled with available PDL semesters, then all such requests will be honored (and the Provost will so notify the Deans, who will in turn notify the applicants). Otherwise, the requests will be forwarded to a subcommittee of all Bargaining Unit Faculty Members serving on the University Promotion and Tenure Committee, with the exception of a Member representing the Boonshoft School of Medicine. This eight person subcommittee will award the available semesters on a competitive basis using only the criteria in Section 29.6, but without changing the priority order set by the deans. Thus, for example, the subcommittee will not award a PDL semester to an applicant ranked second in a dean's priority order while denying a semester to the applicant ranked first in that same college.

29.5.6 Deans will forward to the Provost copies of all proposals received, the recommendation from the faculty committee for each, and correspondence sent to applicants awarding or denying PDL semesters.

29.6 Criteria for granting Professional Development Leaves.

29.6.1 All recommendations and decisions regarding the merits of PDL proposals must be based upon the following criteria.

1. Value (or importance, or prestige) and scope of the anticipated outcome(s) as a scholarly product or to meet specific teaching or service needs of the department or college.

2. Documented preparation for the proposed project(s).

3. Applicant's productivity (quality and quantity of teaching, scholarship and service), as reflected in the submitted curriculum vitae, proposal, and supporting documents. This productivity does not have to be in the same area as the PDL project, and credible proposals which would enable applicants to revitalize their scholarship deserve full consideration.

4. Anticipated outcomes and demonstrated results from past PDL(s).

If two or more proposals are found to be of equal merit, then preference shall be given to the Member(s) who has never taken Professional Development Leave at the University. If two or

more applying Members have previously taken such leave, then preference shall be given to the Member(s) with the longer(est) period of University service since he or she last received such leave. If two or more applying Members have never taken such leave at the University, then preference shall be given to the Member(s) with the longer(est) period of University service as a tenured faculty member.

29.6.2 All recommendations and decisions regarding the number of semesters of PDL to be awarded should take into account not only the merits of a proposal based on the criteria above, but also the length of time that the proposed work should take. Thus, for example, a proposal may be rated very highly on all the criteria 1-4 above but entail work that should only require one semester to complete, in which case awarding a one-semester PDL would be appropriate.
29.7 College bylaws may provide further clarification of procedures for evaluation and transmittal of PDL proposals pursuant to Sections 29.5 and 29.6.

29.8 Except as set forth in Section 29.3, a Member's base salary and benefits shall not be increased or decreased due to a Professional Development Leave. Wright State University will provide base salary and benefits pursuant to the CBA, minus pay and benefits received from other sources. However, funds received from other sources that are used to offset additional travel, living and professional expenses directly associated with the PDL will not reduce the Member's salary paid by Wright State University. Eligibility for salary increases and promotion are also continued. A Bargaining Unit Faculty Member on leave shall not be required to participate in University activities and is normally not eligible to receive a stipend or overload pay. The provisions of Article 22 apply to Members on PDL, with "Outside Employment" referring to professional activities that are not directly associated with the PDL assignment. Income earned from such employment will not reduce the Member's salary paid by Wright State University.

29.9 By the end of the first academic semester following their return from a Professional Development Leave, Bargaining Unit Faculty Members are required to submit a report of their activities to the college dean and to the university president.

29.10 Upon termination of a Professional Development Leave, Bargaining Unit Faculty Members are expected to serve the University for a minimum of one academic year.

Article 30
Leaves

30.1 General: In addition to Professional Development Leaves pursuant to Article 29 and Sick Leave pursuant to Article 28 of this Agreement, a Bargaining Unit Faculty Member may be granted Family and Medical Leave (FMLA), child care leave, disability leave, court leave, military leave, or leave without pay in accordance with provisions in Article 30. A Bargaining Unit Faculty Member's application for any such leaves shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application may be filed at any time. Applications for leave shall be supported by all appropriate documentation, except as specified by the FMLA.

30.2 Family and Medical Leave. Eligible Bargaining Unit Faculty Members shall be granted a leave of absence of up to twelve (12) work weeks, pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA), for one or more of the following reasons: (1) because of the birth of a son or daughter of the Member and in order to care for such son or daughter; (2) because of the placement of a son or daughter with the Member for adoption or foster care; (3) in order to care for the spouse, son, daughter, parent or legal guardian or person who stands in place of the parent, parent-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, or registered domestic partner of the Member, if such family member has a serious health condition; or (4) because of a serious health condition that makes the Bargaining Unit Faculty Member unable to perform the functions of that Member's position.

30.2.1 A Bargaining Unit Faculty Member shall provide notice sufficient to make the University aware that the Member needs FMLA-qualifying leave; and the anticipated timing and duration of the leave. Where the need for leave is foreseeable, the Member must provide 30 days advance notice. If 30 days advance notice is not possible, notice must be given as soon as practicable. A "rolling" twelve-month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the "twelve-month period" in which the twelve weeks of FMLA leave entitlement occurs.

30.2.2 Family and Medical Leave may be used on a continuous basis, an intermittent basis, or as a reduced work schedule. Approval of a request for Family and Medical Leave is made by the Department of Human Resources following a submission of a Family and Medical Leave request form through the Bargaining Unit Faculty Member's Department Chair.

30.2.3 Family and Medical Leave is unpaid unless the Bargaining Unit Faculty Member has accrued sick leave and/or vacation hours which he or she is eligible to use for the purpose of the leave. Such sick leave and/or vacation hours must be used on a continuous basis at the beginning of a Family and Medical Leave.

30.2.4 During the period of an unpaid Family and Medical Leave, a Bargaining Unit Faculty Member who has medical and dental coverages is eligible to continue these coverages provided the Bargaining Unit Faculty Member continues to pay the employee medical and dental contribution. The Bargaining Unit Faculty Member is eligible to continue other employee benefits such as term life insurance and long term disability coverage, provided the Bargaining

Unit Faculty Member pays to the University the premium for such coverages. During the period of an unpaid Family and Medical Leave, the Bargaining Unit Faculty Member will not accrue sick leave or vacation hours or receive holiday pay.

30.2.5 A Bargaining Unit Faculty Member's rights under the FMLA, including the right to reinstatement, end when the portion of the Member's leave covered by the FMLA expires. Unless specified otherwise in writing, the employee's FMLA leave expires after a maximum of twelve (12) weeks of leave, starting with the first day of the qualifying absence.

30.3 Child Care Leave. Child care leave may be granted to the following individuals for the periods of time specified, to begin once available FMLA leave is exhausted. Insurance benefits shall be maintained for the duration of the child care leave provided the Bargaining Unit Faculty Member continues to pay the employee medical and dental contribution and provided the Bargaining Unit Faculty Member continues to pay to the University the premiums for life insurance and long term disability coverages.

30.3.1 Biological Mother: Once a Bargaining Unit Faculty Member is certified by her physician or attending medical personnel to be medically capable of resuming her normal duties after giving birth, she will be entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.3.2 Biological Father: A male Bargaining Unit Faculty Member, upon birth of his child, is entitled to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.3.3 Adoptive and Foster Parents: A Bargaining Unit Faculty Member is entitled, upon the adoption of a child or arrival of a foster child, to leave without pay for the remainder of the current academic semester (including summer semester) and the following academic semester (including summer semester) for the purpose of child care.

30.4 Disability Leave. A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the Bargaining Unit Faculty Member has exhausted all accrued sick leave. The Bargaining Unit Faculty Member may also exhaust all vacation leave before going on unpaid disability leave, if the Bargaining Unit Faculty Member so desires. A maternity leave is a disability leave and is subject to the same rules that govern all other disability leaves. A Bargaining Unit Faculty Member whose absence due to illness or injury exceeds his or her accrued sick leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six months to a total of one (1) year. During a period of disability leave, the University will not pay salary or wages or contribute toward retirement benefits or provide for the accumulation of sick leave or vacation leave. A Bargaining Unit Faculty Member on unpaid disability leave may continue medical and dental coverages and/or flexible spending accounts by making employee contributions to the University. In addition, the Member may continue term life insurance and long-term disability coverages by paying to the University the premium for these coverages.

30.5 Court Leave. Bargaining Unit Faculty Members may be granted court leave with pay if summoned for jury duty by any court of competent jurisdiction or if subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the Bargaining Unit Faculty Member is not a party to the action. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during the Member's normal working hours, shall be remitted to the University Bursar's office if it exceeds the cost of parking and mileage for this duty.

30.6 Military Leave. The University agrees to comply with applicable federal and state laws regarding military leave.

30.7 Leave Without Pay. Leave without pay may be granted for personal or educational reasons when the Bargaining Unit Faculty Member and the University agree that the leave will enhance the Member's value to the University, and when the University can make temporary arrangements to cover the assignments ordinarily performed by that Member.

30.7.1 Personal leave without pay may be granted for a maximum duration of six (6) months and may not be renewed or extended.

30.7.2 Educational leave without pay may be granted for a period of up to one year for purposes of education or visiting professorship and may be extended by increment(s) of up to one year for a total period not exceeding two (2) years. During a leave without pay the University will not pay salary or wages or contribute to insurance or retirement benefits or provide for the accumulation of sick leave or vacation leave. However, Bargaining Unit Faculty Members on a leave without pay may continue insurance and flexible spending account coverages by paying the University the premiums for these coverages. Application for a leave without pay shall be made as soon as reasonably possible.

30.8 Partial Unpaid Leave. The University may grant a Partial Unpaid Leave to a tenured Bargaining Unit Faculty Member for personal or professional reasons. The University is under no obligation to offer a Partial Unpaid Leave to Member, however, and no Bargaining Unit Faculty Member is obligated to accept such a leave if offered.

30.8.1 Partial Unpaid Leaves may be granted for a maximum duration of two (2) years and may be extended by increments of up to two years for a total period not exceeding six (6) years. The dates for the Leave must be set forth in a written agreement signed by the Member and her or his dean. A copy of the agreement will be sent to the AAUP-WSU and to the Provost.

30.8.2 While on a Partial Unpaid Leave, the Member will assume a work assignment that is half of a normal work assignment for a Bargaining Unit Faculty Member in the Member's rank, department and discipline. This work assignment includes teaching, scholarship, and service, each of which will be equivalent to 50 percent of a normal assignment for that Member.

30.8.3 The Member on a Partial Unpaid Leave will earn a salary equal to 50% of the Member's current base salary.

30.8.4 All benefits provided by the University shall remain current and in full force throughout the Partial Unpaid Leave and will continue to be based on the Member's current base salary.

30.8.5 Criteria for annual evaluation that are expressed quantitatively shall be pro-rated, usually by requiring half the quantity or allowing twice the time, or some combination of these methods. The department chair's evaluation should include a description of the method(s) of prorating that were used.

30.8.6 Criteria for promotion to the next rank that specify a certain rate of performance in a specified number of years will be pro-rated.

30.8.7 Service requirements for Professional Development Leaves will be pro-rated such that each semester on Partial Unpaid Leave shall count for one quarter (25%) of an academic year of service. Members are not eligible to apply for or take Professional Development Leave while on Partial Unpaid Leave.

30.8.8 Members with academic year appointments shall be eligible for summer teaching pursuant to Section 7.8.1, except they will be assured an opportunity to teach only one course of at least three semester hours each summer.

Article 31
Other Benefits

31.1 Tuition and Fee Remission. This benefit consists of a waiver of the instructional fee, general fee, and out-of-state tuition for Bargaining Unit Faculty Members taking courses at the University, and a waiver of 80% of the instructional fee, general fee, and out-of-state tuition for their spouses or domestic partners and eligible dependents taking courses at the University. This benefit does not apply to high school students participating in the Dual Enrollment Program.

31.1.1 Eligibility for Tuition and Fee Remission Benefits. Eligibility is determined by the status of the Bargaining Unit Faculty Member on the first day of the applicable term. The following individuals are eligible for these benefits:

- Bargaining Unit Faculty Members.
- Spouse, domestic partner or dependents of an eligible Bargaining Unit Faculty Member. A dependent is a son, stepson, daughter, or stepdaughter of the Member as defined in the Internal Revenue Code, Section 151 (e)(3), who is eligible to be claimed as a dependent on the Member's federal income tax return.
- Retirees, including those on disability retirement, who have ten years of Wright State University service, and who were eligible at the time of their retirement, and their spouses, domestic partners, and dependents.
- Spouses, domestic partners and dependents of Bargaining Unit Faculty Members who were eligible at the time of their deaths or spouses, domestic partners and dependents of eligible Members on disability leave. Such eligibility for dependents expires at the time their dependent status would have expired.
- Members on disability leave pursuant to Section 30.4.

31.1.2 Limitations on Tuition and Fee Remission Benefits.

31.1.2.1 A Bargaining Unit Faculty Member is limited to maximum benefits equal to the instructional fee, general fee and out-of-state tuition for a maximum of eight (8) credit hours per semester. For the purpose of Member fee remission, there are three semesters per year: fall, spring, and summer. Spouses, domestic partners and dependents of the eligible Bargaining Unit Faculty Member, retirees, and Members on disability leave are not subject to these limitations.

31.1.2.2 Benefits for credit-hour courses for a Bargaining Unit Faculty Member apply only to courses included in regular undergraduate and graduate level programs, and do not apply to courses in Medicine and Professional Psychology. Benefits for credit-hour courses for an individual other than a Bargaining Unit Faculty Member apply only to courses included in regular undergraduate and master's level programs.

31.1.2.3 Except for certain restricted offerings, an eligible Bargaining Unit Faculty Member may have 100% of the fee for noncredit courses or workshops remitted if the enrollment is approved by the Member's Chair as being beneficial for the training of the Member.

31.1.2.4 The fee remission benefit for eligible Bargaining Unit Faculty Members covers audited courses as well as courses for academic credit.

31.1.2.5 A fee remission for noncredit courses or workshops is not available for spouses, domestic partners, and dependents of the Bargaining Unit Faculty Member or for retirees.

31.2 Employee Assistance Program. The University will provide members of the household of eligible Bargaining Unit Faculty Members, and dependents of an eligible Member who are eligible for group health insurance coverage, an Employee Assistance Program that provides short-term problem-focused counseling to deal with a variety of personal and work-related problems. This program shall be provided at no cost to the Bargaining Unit Faculty Member.

31.3 Flexible Spending Accounts. The University will offer flexible spending accounts for health and dependent care to eligible Bargaining Unit Faculty Members. The terms of such accounts are as follows:

31.3.1 The health care account is used for pre-tax reimbursement of medical, dental and vision care costs that are not reimbursed by an insurance plan. The minimum contribution is $10/month; the maximum contribution is the maximum allowed by law. Except as limited by Section 26.1.4, Members who have unspent funds in their 2014 health care account can use the money during the first 2 ½ months of 2015. Beginning with health care account elections made for 2015, Members who have health account funds that are not spent in one calendar year may carry over up to $500 into the next calendar year, and the Member may access the funds at any time during the carryover year. Thus, up to $500 of a Member's 2015 health care account funds that are not used in 2015 may be used by that Member at any time during 2016 (but not after 2016), and up to $500 unused in 2016 may be used by that Member at any time during 2017 (but not after 2017). Any rollover funds will be added to the participant elections, but not counted towards the $2,500 maximum Healthcare FSA annual election amount.

31.3.2 The dependent care account is used for pre-tax reimbursement of dependent care expenses including the cost of care in a licensed day care center, preschool tuition, and care provided in or outside the employee's home. The minimum contribution is $10/month; the maximum is the maximum allowable by law beginning January 1, 2009.

31.4 Parking. The University will offer parking for Bargaining Unit Faculty Members (B permits) at no more than $180 for calendar year 2015, $190 for calendar year 2016, and $200 for calendar year 2017. Members will not be charged extra for gated lot access. The University shall make a good faith effort to provide an adequate number of parking spaces for Members of the Bargaining Unit. The University may make minor adjustments in the number and location of employee parking spaces throughout the year. Before making permanent or substantial changes to the number of spaces designated for faculty and staff in any specific parking lot, however, the University will consult with the AAUP-WSU.

31.5 Fitness Program and Facilities.

Individual Bargaining Unit Faculty Members can join the Fitness Center for a fee to be set by the University at no more than $150 per year. However, this fee will be waived for a Member who (1) sets up a personal wellness account in the University's "Living WELL" portal (which must be done once), (2) annually, during the enrollment period (January and February each year), completes a personal Health Risk Assessment in the portal, and (3) has annual biometric labs consisting of height, weight, BMI, waist circumference, blood pressure, blood sugar, and total cholesterol (LDL, HDL, TC/HDL ratio, triglycerides) entered into the portal.
31.5.1 Members can purchase a family membership for $150 annually (September 1 through August 31).

31.5.2 The University and the AAUP-WSU agree that the "Living Well" portal, risk assessments, and biometric labs named in Section 31.5 provide the foundation for a wellness program. Before making any additional provisions of a wellness program available to Bargaining Unit Faculty Members or their eligible dependents, the University will negotiate such provisions with the AAUP-WSU.

31.5.2.3 The University will continue to provide fitness classes currently available to Bargaining Unit Faculty Members for a fee as determined by the University. Such fees shall not exceed the fees charged to other University employees. The University will continue to provide access to athletic facilities currently available to Bargaining Unit Faculty Members at no additional charge.

31.6 Parental Accommodations

31.6.1 Teaching Relief. So that they will have time to care for a newborn or newly-adopted child under the age of six, eligible Members may choose to take either one full semester with no teaching responsibilities or two semesters with 50% of that Member's customary teaching load without loss of pay. If the Member's teaching load is an uneven number of courses per academic year, the total reduction in teaching responsibilities will equal the smaller number of classes. Thus, a Member with a customary teaching load of five courses per year will have a total reduction in teaching responsibilities of two courses. Teaching relief semesters must be started within one year of the birth or adoption.

31.6.1.1 To be eligible for teaching relief, the Member must, during the teaching relief semester(s), be the primary caretaker of his or her newborn or newly adopted child under six for at least 25 hours per week, from Monday through Friday, between the hours of 8 a.m. and 10 p.m.

31.6.1.2 Parental Teaching Relief will be granted if requested by a Member who meets the requirements for eligibility. Requests must be submitted to the Provost, with a copy sent to AAUP-WSU, as much in advance as is reasonably possible. Requests must include a signed statement that the individual will satisfy the requirement for eligibility, as defined in Section 31.6.1.1 and also an anticipated schedule of times when the Member will be the primary caretaker of the child.

31.6.2 Annual Evaluation. All Members who have a newly born or adopted child under the age of six may, upon request, receive the average evaluation score in their department for annual evaluation in the year in which the child was born or adopted, or in one of the following two years. Thus, a Member with a child born or adopted in 2014 has the option of receiving an average evaluation score for 2014, 2015, or 2016. The request must be made no later than December 31 of the year for which the average evaluation score is requested.

31.6.3 When preparing teaching schedules and other assignments, department chairs and deans are encouraged to consider the child care responsibilities of Members with children under the age of six. Members' schedule requests will be considered but cannot be guaranteed, and reasonable adjustments to accommodate their parenting responsibilities shall not be construed as preferential treatment of those Members.

31.6.4 Members may apply to their dean for support to maintain their laboratory operations or other ongoing professional commitments during the year following the birth or adoption of a child under six.

31.6.5 Additional provisions in this Agreement to assist parents of newborn or newly adopted children include--

- sick leave and FMLA (Article 28 and Sections 30.1-30.2.5),
- unpaid child care leave (Sections 30.3-30.3.3),
- partial unpaid leave (Section 30.8), and
- probationary period extensions (Section 13.5.4 and subsections).

31.7 Adoption Assistance.

31.7.1 The university will reimburse Bargaining Unit Faculty Members up to $4,000 per child for eligible adoption related expenses upon placement of a minor child in the Member's home. If two adopting parents of the same adopted child are both eligible for adoption assistance, the total maximum benefit amount for that adoption is $4,000.

31.7.2 Eligible adoptions:

- Adopted children must be under the age of 18.
- The children may be biologically related to either parent.
- Adoptions made through public, private, domestic, international, and independent means are eligible.

31.7.3 Eligible Expenses:

- Agency and placement fees
- Legal fees and court costs
- Required medical expenses for the child prior to adoption (including immunizations)
- Immigration fees
- Translation services

- Transportation and lodging expenses

The following expenses are not eligible:

- Medical examination fees for the adopting parents
- Cost of personal items such as clothing and food for either the parents or the child
- Expenses incurred prior to eligibility for the program.

31.7.4 To receive adoption assistance a Bargaining Unit Member must fill out an application for adoption assistance and turn it in to the Department of Human Resources. (Adoption benefits may carry tax implications so Bargaining Unit Members are encouraged to consult their tax advisor.)

Article 32
Dues Check-Off and Fair Share

32.1 The regular AAUP-WSU dues shall be established under the terms of the AAUP-WSU Constitution and Bylaws and certified to the University by the AAUP-WSU. Upon written authorization of payroll deductions, the University shall deduct AAUP-WSU dues from the paychecks of all Bargaining Unit Faculty who are members of the AAUP-WSU in equal increments, and transmit the amount deducted to the AAUP-WSU.

32.1.1 The AAUP-WSU will provide to the University the following information at least sixty (60) calendar days before the date of the payroll when the change takes effect:

- Changes to the rates (percentages) to be deducted for member dues or for fair share fees.

32.1.2 The AAUP-WSU will provide to the University the following information at least thirty (30) calendar days before the date of the payroll when the change takes effect:

- Names of new objectors and the amount to be deducted from the paycheck of each.
- Names of Bargaining Unit Faculty who will change from one of the following three categories to another: member, fair share payer, objector.

32.2 The University will make every effort to forward checked-off dues and the fair share fees to the AAUP-WSU one week following the end of the month. Each month, a report will be sent to AAUP-WSU documenting the Members from whom dues were deducted and the amount of that deduction. The University shall levy no charge upon the AAUP-WSU for administering the payroll deduction.

32.3 The AAUP-WSU agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

32.4 In recognition of the AAUP-WSU's services to the Bargaining Unit, each Member of the Bargaining Unit who is not a member of the AAUP-WSU shall on the effective date of this Agreement or sixty (60) days after the effective date of appointment to a Bargaining Unit position have a "fair share fee" deducted from his or her pay and forwarded to the AAUP-WSU. The AAUP-WSU will certify to the University the amount of the fair share fee, which shall not exceed the amount of dues for regular members of AAUP-WSU.

32.5 Members of the Bargaining Unit who are members of AAUP-WSU shall have no dues or other fees deducted during the first sixty (60) days after the effective date of appointment to a Bargaining Unit position.

32.6 This Article is in all respects subject to O.R.C. Section 4117.09, including the rebate procedure and objector provisions thereunder.

Article 33
Retirement

33.1 An eligible Bargaining Unit Faculty Member as defined by the Wright State University Alternative Retirement Plan may elect at any time within his or her 120 day election period to participate in the Wright State University Alternative Retirement Program (ARP) instead of the retirement program offered by the State Teachers Retirement System of Ohio (STRS). Eligible Members of the Bargaining Unit may elect to participate in the ARP using any of the carriers approved by the Ohio Department of Insurance who have been authorized by the Wright State University Board of Trustees. The University contribution to the ARP on behalf of a Bargaining Unit Faculty Member shall be the greater of 1) the University contribution to the ARP for non-Bargaining Unit Faculty Members, or 2) the University contribution to STRS for Bargaining Unit Faculty Members, less any mandatory contribution to STRS required of the University by Ohio Revised Code Chapter 3305 or other applicable law. The University will notify AAUP-WSU of any increases or decreases in the mandatory contributions to STRS.

33.2 Bargaining Unit Faculty Members who are not eligible to elect an ARP or who elect the State Teachers Retirement System of Ohio (STRS) for their retirement program will be enrolled in STRS as required by the Ohio Revised Code. Employee contributions to STRS will be deducted from the Member's pay on a pre-tax basis.

Article 34
Emeritus Faculty

34.1 The Emeritus title recognizes past contributions to the community of scholars at Wright State University and confers on the recipient the rights and privileges of other members of the community of scholars at Wright State University, subject to the limitation of the right to vote and the right to hold elective office, and is conferred as a lifetime status. Insofar as it is possible, and subject to fiscal considerations, the University will extend courtesies and services to Emeritus faculty that facilitate their continuing contributions to the academic life at Wright State University.

34.2 Bargaining Unit Faculty who have served as full-time faculty ten or more years at Wright State University will automatically be granted the Emeritus title upon retirement and upon written request by the Member of the Bargaining Unit to the Provost. Bargaining Unit Faculty Members who have served as full-time members of the faculty for five or more years, but less than ten years, may request consideration for the Emeritus title through the process of a petition to the Provost through the Member's own administrative unit. In order to be considered for the Emeritus title, the petition of a Member of the Bargaining Unit must be supported by the Dean of the College or School in which the Member holds his or her primary appointment.

34.3 The criteria and procedures for awarding the Emeritus title to a deceased Member are the same as set forth in Section 34.2 except the process may be initiated by a department chair or dean.

Article 35
Separability

35.1 Should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. In such an event, upon request of either party, the parties shall meet. If replacement language is necessary as a substitute for the invalidated provision(s), the parties shall negotiate such replacement language.

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

Article 36
No Strike / No Lockout

36.1 The AAUP-WSU and its officials will not cause, support, or condone, nor shall any Member or Members of the Bargaining Unit take part in any strike, sympathy strike, slowdown or work stoppage of any kind during this Agreement.

36.2 The University shall not conduct a lockout of Bargaining Unit Faculty Members during this Agreement.

36.3 Any Member of the Bargaining Unit who engages in any activity in violation of Article 36.1 during this Agreement shall be subject to discipline up to and including dismissal, as provided for in Articles 14 and 15.

Article 37
Amendments

37.1 The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

Article 38
Agreement Duration

38.1 This Agreement shall be effective upon execution and expire on June 30, 2017.

38.2 The parties agree to begin negotiations for a successor agreement no later than January 2017.

38.3 The parties agree that if it is necessary to go to fact finding for a successor agreement, the time for fact finding will be extended such that the fact finder's report will not be submitted to the parties prior to September 4, 2017. This extension does not take effect until after appointment of the fact finder pursuant to Ohio Revised Code Section 4117.14.

Appendix A
Candidate Review Statement

The Candidate Review Statement specifies items to be included in the Promotion and Tenure Document (Section 13.10).

Name of Candidate: _____

Department and College: _____

_____

Current Rank: _____

I hereby submit these materials as my Promotion and/or Tenure Document in support of my candidacy for _____. In addition, I am submitting complete copies of all relevant books, articles and other manuscripts listed as published, in press, or under review in my curriculum vitae as specified in Section 13.11 and subsections.

I understand that after this date, materials in this document may not be altered, nor may items be added or deleted, except for rebuttal material supplied by the candidate and as otherwise permitted by the Agreement between the Wright State University AAUP and Wright State University (Section 13.10).

My Promotion and Tenure Document consists of the following:

Candidate Review Statement (Appendix A)
List of Appendix Items, if any (Section 13.10.9)**
Applicable Department Promotion and Tenure Criteria (Sections 13.8, 13.10.2)
Any approved extension of the probationary period (Sections 13.5.4, 13.10.3)
Reports on peer evaluation of teaching (Sections 10.4.4.1.1, 11.6.1, 13.10.4)
Statements indicating progress toward promotion and/or tenure (Sections 13.7, 13.10.5)
Evidence of Teaching Effectiveness (Section 13.10.6) *
Curriculum Vitae of Candidate (Section 13.10.7 and Appendix B) *

_____ _____

Signature of Candidate Date

*The evidence of teaching effectiveness and curriculum vitae may, together, total no more than thirty-five pages (Section 13.10.8).

**Appendix items are normally not transmitted beyond the level of the Department Committee, but the Department Chair will make them available to all members of the College and University Committees who request them.

Appendix B
Curriculum Vitae of Candidate

(Candidates should follow a format that is similar to that below and consistent with the promotion and tenure criteria in the candidate's department.)

EDUCATION (degrees, granting institutions, dates)

PROFESSIONAL EXPERIENCE (positions held, academic ranks, dates)

PROFESSIONAL MEMBERSHIPS (optional)

ACADEMIC AWARDS (if applicable)

TEACHING

- Courses Taught (course number, title, number of times taught)
- Thesis or Dissertation Supervised
- Independent Studies Supervised
- Advising Students
- Guest Lectures
- Other

SCHOLARSHIP

Items which have been accepted for publication without revision shall be listed as "in press." Publications cited should include all authors, full title, publisher or journal, and, if known, volume, inclusive pages, and date of publication. When there are multiple authors and one is the primary author, that name should be underlined. Citations of articles and papers should indicate whether the work was refereed (R) or not refereed (N).

Categories of Scholarship:

- Scholarly Books
- Edited Books
- Textbooks

- Chapters in Books
- Refereed Articles
- Non-refereed Publications (book reviews, abstracts, etc.)
- Papers published in Official Proceedings
- Published Applied Scholarship (technical reports, trade publications, etc.)
- Creative publications (Plays, Stories, Novels, Poems, and Notes)
- Compositions - If commissioned, the commissioning party should be noted. If performed, the place, date, and performer should be noted.
- Unpublished Papers Given at Professional Conferences - In addition to author(s) and title, the name, date, and location of conference should be noted.
- Invited Lectures, Colloquia, Symposia, Seminars

Scholarship under Review

Manuscripts which have been submitted and are currently under review may be listed. Each listing must include the date(s) of submission, the name of the journal or publisher submitted to, and any review of the work which has been completed.

Creative Scholarship: (performances and exhibitions)

If there is a written review of a performance or artistic work by professional peers, an (R) should be written before the citation and the review included in the appendix. If there is no written review, an (N) should be written before the citation.

Categories of Creative Scholarship:

- Musical Performances - The artist, title of performance, and place should be noted; likewise if the performance was a solo, shared, accompanying soloist with ensemble, or a member of an ensemble performance.
- Theatrical and Dance Performances - Includes acting, play directing, dancing, choreography, film production, and design. Artist(s), title, place, and date of performance or showing should be noted.
- Art Exhibitions - Artist, title of work, place (museum, gallery, etc.), and date of exhibition should be noted; likewise if the exhibition was a solo or group exhibition and if it was juried or invitational.
- Museum or Institutional Purchases - Artist, title of work, purchasing museum or institution, date, and amount should be noted.

- Exhibition Awards - Artist, title of work, name of award, location of exhibition, and date should be noted.

- Commissioned Art - Artist, title of work, commissioning party, and amount should be noted.

Grants Funded and Grants Pending

- Grants which have been funded should be listed with the following information: the dates of the award, the granting agency, the principal investigator, all co-investigators, the title of the grant, and the total costs of the grant.

- Grants which are pending (currently under review) should be listed with the following information: the proposed dates of the award, the granting agency, the principal investigator, all co-investigators, the title of the grant, and the total costs of the grants.

SERVICE

•University Committee	Position (chair or member; elected or appointed)	Dates
•College Committee	Position	Dates
•Department Committee	Position	Dates
•Faculty Governance	Position	Dates
•Other University Service	Position	Dates
•Professional Service		
•Community Service		
•Training and Consulting		
•Major Accomplishments		

Appendix C
Record of Promotion and Tenure Votes and Recommendations

Name of Candidate: _____

Dept. and College: _____

Current Rank: _____

Type of Action: _____ Promotion only to the rank of_____
(check one) _____ Tenure only
Promotion with tenure to the rank of_____

Record of Actions	**Recommendation**		**Vote**	
	Yes	No	Yes	No
Department Committee †				
Department Chair †				
College Committee				
Dean's recommendation				
*School of Medicine Committee				
*School of Medicine Dean				
University Committee				

† inapplicable for faculty in the College of Nursing and Health or at the Lake Campus

* applicable only for Bargaining Unit Faculty with joint College of Science and Mathematics - School of Medicine appointments in the "Matrix Departments" (Department of Neuroscience, Cell Biology, and Physiology; Department of Biochemistry and Molecular Biology)

DEPARTMENT COMMITTEE

Name
Name
Name
Name
Name
Name
Name

COLLEGE COMMITTEE

Name
Name

Appendix D
Promotion and Tenure Schedules

Promotion and Tenure Schedule for 2014-2015

March 24, 2014 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion and Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee (Sections 13.13.2 and 13.13.3)
April 21, 2014 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers (Section 13.13.3.1)
August 18, 2014 (Mon)	Deadline for Department Promotion and Tenure Committee to send out request letters soliciting external review (Section 13.13.3.2)
September 8, 2014 (Mon)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Section 13.11 and subsections (Section 13.13.4)
October 17, 2014 (Fri)	Deadline for Department Promotion and Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion and Tenure Committee's recommendation and the Department Chair's letter to be added to each candidate's file, and for the Department Chair to notify each candidate of these additions (Section 13.13.6.1)
November 12, 2014 (Wed)	Deadline for candidate to submit a rebuttal (Section 13.13.7)
November 17, 2014 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean (Section 13.13.7.1)
January 23, 2015 (Fri)	Deadline for College Promotion and Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee's recommendation and the Dean's letter to be added to each file, and for the Dean to notify each candidate of these additions (Section 13.13.9.1)
February 9, 2015 (Mon)	Deadline for candidate to submit a rebuttal (Section 13.13.10)
February 13, 2015 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost (Section 13.13.10.1)
February 24, 2015 (Tues)	Meeting of the University Promotion and Tenure Committee
February 27, 2015 (Fri)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion and Tenure Committee (Section 13.13.11.2)
March 9, 2015 (Mon)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal (Section 13.14.1)

March 23, 2015 (Mon)	Deadline for candidate to submit an appeal and supporting documentation (Section 13.14.1)
April 24, 2015 (Fri)	President presents candidates to Board of Trustees for approval

Promotion and Tenure Schedule for 2015-2016

March 23, 2015 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion and Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee (Sections 13.13.2 and 13.13.3)
April 20, 2015 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers (Section 13.13.3.1)
August 24, 2015 (Mon)	Deadline for Department Promotion and Tenure Committee to send out request letters soliciting external review (Section 13.13.3.2)
September 14, 2015 (Mon)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Section 13.11 and subsections (Section 13.13.4)
October 23, 2015 (Fri)	Deadline for Department Promotion and Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion and Tenure Committee's recommendation and the Department Chair's letter to be added to each candidate's file, and for the Department Chair to notify each candidate of these additions (Section 13.13.6.1)
November 18, 2015 (Wed)	Deadline for candidate to submit a rebuttal (Section 13.13.7)
November 23, 2015 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean (Section 13.13.7.1)
January 22, 2016 (Fri)	Deadline for College Promotion and Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee's recommendation and the Dean's letter to be added to each file, and for the Dean to notify each candidate of these additions (Section 13.13.9.1)
February 8, 2016 (Mon)	Deadline for candidate to submit a rebuttal (Section 13.13.10)
February 12, 2016 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost (Section 13.13.10.1)
February 23, 2016 (Tues)	Meeting of the University Promotion and Tenure Committee
February 26, 2016 (Fri)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion and Tenure Committee (Section 13.13.11.2)

March 7, 2016 (Mon)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal (Section 13.14.1)
March 21, 2016 (Mon)	Deadline for candidate to submit an appeal and supporting documentation (Section 13.14.1)
April 22, 2016 (Fri)	President presents candidates to Board of Trustees for approval

Promotion and Tenure Schedule for 2016-2017

March 21, 2016 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion and Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee (Sections 13.13.2 and 13.13.3)
April 18, 2016 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers (Section 13.13.3.1)
August 22, 2016 (Mon)	Deadline for Department Promotion and Tenure Committee to send out request letters soliciting external review (Section 13.13.3.2)
September 12, 2016 (Mon)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Section 13.11 and subsections (Section 13.13.4)
October 21, 2016 (Fri)	Deadline for Department Promotion and Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion and Tenure Committee's recommendation and the Department Chair's letter to be added to each candidate's file, and for the Department Chair to notify each candidate of these additions (Section 13.13.6.1)
November 16, 2016 (Wed)	Deadline for candidate to submit a rebuttal (Section 13.13.7)
November 21, 2016 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean (Section 13.13.7.1)
January 20, 2017 (Fri)	Deadline for College Promotion and Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee's recommendation and the Dean's letter to be added to each file, and for the Dean to notify each candidate of these additions (Section 13.13.9.1)
February 6, 2017 (Mon)	Deadline for candidate to submit a rebuttal (Section 13.13.10)
February 10, 2017 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost (Section 13.13.10.1)
February 21, 2017 (Tues)	Meeting of the University Promotion and Tenure Committee

February 24, 2017 (Fri)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion and Tenure Committee (Section 13.13.11.2)
March 6, 2017 (Mon)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal (Section 13.14.1)
March 20, 2017 (Mon)	Deadline for candidate to submit an appeal and supporting documentation (Section 13.14.1)
April 21, 2017 (Fri)	President presents candidates to Board of Trustees for approval

Promotion and Tenure Schedule for 2017-2018

March 20, 2017 (Mon)	Deadline for candidate to initiate promotion and tenure process via a written request to the Department Chair, with a copy to the Department Promotion and Tenure Committee, and to submit suggested names of external reviewers to the chair of the Department Promotion and Tenure Committee (Sections 13.13.2 and 13.13.3)
April 17, 2017 (Mon)	Deadline for candidate to submit materials to be sent to the outside reviewers (Section 13.13.3.1)
August 21, 2017 (Mon)	Deadline for Department Promotion and Tenure Committee to send out request letters soliciting external review (Section 13.13.3.2)
September 11, 2017 (Mon)	Deadline for candidate to submit to the Department Chair the complete Promotion & Tenure document and all materials described in Section 13.11 and subsections (Section 13.13.4)
October 20, 2017 (Fri)	Deadline for Department Promotion and Tenure Committee and Department Chair to complete review of promotion and tenure document for all candidates, for the Department Promotion and Tenure Committee's recommendation and the Department Chair's letter to be added to each candidate's file, and for the Department Chair to notify each candidate of these additions (Section 13.13.6.1)
November 15, 2017 (Wed)	Deadline for candidate to submit a rebuttal (Section 13.13.7)
November 20, 2017 (Mon)	Deadline for Department Chair to submit promotion and tenure files to the Dean (Section 13.13.7.1)
January 19, 2018 (Fri)	Deadline for College Promotion and Tenure Committee and Dean to complete review of all promotion and tenure files, for the College Committee's recommendation and the Dean's letter to be added to each file, and for the Dean to notify each candidate of these additions (Section 13.13.9.1)
February 5, 2018 (Mon)	Deadline for candidate to submit a rebuttal (Section 13.13.10)
February 9, 2018 (Fri)	Deadline for Dean to submit promotion and tenure files to the Provost (Section 13.13.10.1)

February 20, 2018 (Tues)	Meeting of the University Promotion and Tenure Committee
February 23, 2018 (Fri)	Deadline for the Provost to provide written notification to candidates of the decision and vote of the University Promotion and Tenure Committee (Section 13.13.11.2)
March 5, 2018 (Mon)	Deadline for candidate to notify the Provost and the AAUP-WSU of intent to file an appeal (Section 13.14.1)
March 19, 2018 (Mon)	Deadline for candidate to submit an appeal and supporting documentation (Section 13.14.1)
April 20, 2018 (Fri)	President presents candidates to Board of Trustees for approval

Appendix E
Summary of Medical, Dental, and Vision Benefits

Blue Access® (PPO)—90/10 Plan
Summary of Benefits; Effective 01/01/2015

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$125/$250	$250/$500
Out-of-Pocket Limit (Single/Family)	$1000/$2000	$2000/$4000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$15/$25 $5 10% 10%	30% 30% 30% 30%
Preventive Care Services o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No Cost Share	30%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** o Allergy injections o Allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	 $200 $40 $5 10% 10%	 $200 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Blue 7		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network days combined) Unlimited days except for: o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services including but not limited to:		
o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.	10%	30%
o Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)	No Cost Share	30%
o Durable Medical Equipment, Orthotics and Prosthetics	10%	30%
o Physical Medicine Therapy Day Rehabilitation programs	10%	30%
o Hospice Care	No Cost Share	No Cost Share
o Ambulance Services	10%	10%
Outpatient Therapy Services (Combined Network & Non-Network visit limits)		
o Physician Home and Office Visits (PCP/SCP)	$15/$25	30%
o Other Outpatient Services @ Hospital/Alternative Care Facility	10%	30%
Limits apply to: o Cardiac Rehabilitation 36 visits o Pulmonary Rehabilitation 20 visits o Physical Therapy: 30 Visits o Occupational Therapy: 30 Visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits		
Accidental Dental: $3,000 per occurrence (Network and Non-network dollars combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: **Mental Illness and Substance Abuse**[2]		
o Inpatient Facility Services	10%	30%
o Physician Home and Office Visits (PCP/SCP)	$15/$25	30%
o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	10%	30%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	No Cost Share	50%

Covered Benefits	Network	Non-Network
Prescription Drugs - Copayments Network Tier structure equals 1/2/3 (and 4, if applicable)		
o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip	$8/ $25/ $40	50% with Minimum $40[5]
o **Home Delivery Service:** (90-day supply) Includes diabetic test strip	$12 / 10% with Minimum $22 / 10% with Minimum $60	Not covered
Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap **Specialty Medications** are limited up to a 30 day supply regardless of whether they are retail or mail service.		

Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Deductibles, copayments, coinsurance and out of pocket maximums for Network and Non-Network are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period =Calendar Year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- For out of network, retail prescriptions, the member must pay the pharmacy and then submit a paper claim to Anthem for reimbursement.
- We encourage you to review the Schedule of Benefits in the Certificate for limitations.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

Blue Access® (PPO)—80/20 Plan; Summary of Benefits; Effective 01/01/2015

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$500/$1000
Out-of-Pocket Limit (Single/Family)	$1750/$3500	$3500/$7000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$30 $5 20% 20%	40% 40% 40% 40%
Preventive Care Services o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No Cost Share	40%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** o Allergy injections o Allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	 $200 $40 $5 20% 20%	 $200 40% 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Blue 7		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network days combined) Unlimited days except for: o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services including but not limited to:		
o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.	20%	40%
o Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)	No Cost Share	40%
o Durable Medical Equipment, Orthotics and Prosthetics	20%	40%
o Physical Medicine Therapy Day Rehabilitation programs	20%	40%
o Hospice Care	No Cost Share	No Cost Share
o Ambulance Services	20%	20%
Outpatient Therapy Services (Combined Network & Non-Network visit limits)		
o Physician Home and Office Visits (PCP/SCP)	$20/$30	40%
o Other Outpatient Services @ Hospital/Alternative Care Facility	20%	40%
Limits apply to: o Cardiac Rehabilitation 36 visits o Pulmonary Rehabilitation 20 visits o Physical Therapy: 30 Visits o Occupational Therapy: 30 Visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits		
Accidental Dental: $3,000 per occurrence (Network and Non-network dollars combined)	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: **Mental Illness and Substance Abuse**[2]		
o Inpatient Facility Services	20%	40%
o Physician Home and Office Visits (PCP/SCP)	$20/$30	40%
o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	20%	40%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	No Cost Share	50%

Covered Benefits	Network	Non-Network
Prescription Drugs-Copayments Network Tier structure equals 1/2/3 (and 4, if applicable)		
o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip	$8/ $25/ $40	50% with Minimum $40[5]
o **Home Delivery Service:** (90-day supply) Includes diabetic test strip	$12 / 10%, with Minimum $22 / 10% with Minimum $60	Not covered
Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap **Specialty Medications** are limited up to a 30 day supply regardless of whether they are retail or mail service.		

Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Deductibles, copayments, coinsurance and out of pocket maximums for Network and Non-Network are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = Calendar Year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- For out of network, retail prescriptions, the member must pay the pharmacy and then submit a paper claim to Anthem for reimbursement.
- We encourage you to review the Schedule of Benefits in the Certificate for limitations.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Lumenos Health Savings Accounts Option 6 --HDHP
Summary of Benefits, Effective 01/01/2015

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible **does not** apply to family coverage. Network and Non-Network deductibles are combined. (This only applies to non-embedded deductible designs.)	Single: $2,000 Family: $4,000	Single: $2,000 Family: $4,000
Out-of-Pocket Limit	Single: $2,000 Family: $4,000	Single: $4,000 Family: $8,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician(PCP)/Specialty Care Physician (SCP) · Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%/0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Management Training, and Certain Medical Nutritional Therapy (Network only). · Physician Home and Office Visits (PCP/SCP) · Other Outpatient Services @ Hospital/Alternative Care Facility	 No Cost Share	 30% 30%
Emergency and Urgent Care · **Emergency Room Services @Hospital (facility/other covered services)** (copayment waived if admitted) · **Urgent Care Center Services**	 0% 0%	 0% 0%
Inpatient and Outpatient Professional Services Include but are not limited to: · Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Inpatient Facility Services Unlimited days except for: · 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) · Unlimited days both In-Network/Non-Network for skilled nursing facility	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility · Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services (including but not limited to): · Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services · Home Care Services - unlimited visits Network/30 visits Non-Network · Durable Medical Equipment and Orthotics (Network/Non-network combined) Unlimited benefit maximum (including Prosthetic Devices and Medical Supplies) · Prosthetic Devices unlimited benefit maximum · Physical Medicine Therapy Day Rehabilitation programs · **Hospice Care/Ambulance Services**	0% 0%	30% 0%

Lumenos Health Savings Accounts Option 6
Summary of Benefits, Effective 01/01/2015

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) · **Physician Home and Office Visits (PCP/SCP)** · **Other Outpatient Services @ Hospital/Alternative Care Facility** Limits apply to: · Physical therapy/Occupational therapy: 60 visits combined · Manipulation therapy: 12 visits · Speech therapy: 20 visits	 0%/0% 0%	 30% 30%
Behavioral Health Services: · Inpatient Facility Services & Inpatient Professional Services · Physician Home and Office Visits (PCP/SCP) · Other Outpatient Services, Outpatient Facility@ Hospital/Alt Care Facility	 0% 0%/0% 0%	 30% 30% 30%
Human Organ and Tissue Transplants · Acquisition and transplant procedures, harvest and storage.	0%	30%
Prescription Drugs: · **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip · **Anthem Mail Service:** (90-day Supply) Includes diabetic test strip	 0% 0%	 30%(2) Not Covered
Lifetime Maximum (Combined Network and Non-Network) (3)	Unlimited	Unlimited

Notes:
· All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
· Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance including prescription drugs.
· Network and Non-network deductibles are combined. Network and Non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
· Dependent age: to the end of the month year in which the dependent attains age 26.
· 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment. No cost share means no deductible or coinsurance up to the maximum allowable amount.
· PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
· SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
· Benefit Period = Calendar Year
(1)We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.
(2)Rx non-network diabetic/asthmatic supplies not covered except diabetic test str

Precertification:
· Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Delta Dental PPO
Summary of Benefits; Effective 01/01/2015

Covered Services	**PPO Dentist**	**Premier Dentist**	**Non-participating Dentist**
	Plan Pays	***Plan Pays***	***Plan Pays****
Deductible - *The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants and orthodontic services.*	$0	$50 per person	$50 per person
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	**100%**	**100%**	**80%**
Emergency Palliative Treatment – to temporarily relieve pain	**100%**	**100%**	**80%**
Radiographs – X-rays	**100%**	**100%**	**80%**
Sealants – to prevent decay of permanent teeth	**100%**	**100%**	**0%**
Basic Services			
Minor Restorative Services – fillings and crown repair	**85%**	**80%**	**80%**
Endodontic Services – root canals	**85%**	**80%**	**80%**
Periodontic Services – to treat gum disease	**85%**	**80%**	**80%**
Oral Surgery Services – extractions and dental surgery	**85%**	**80%**	**80%**
Other Basic Services – misc. services	**85%**	**80%**	**80%**
Relines and Repairs – to bridges, dentures, and implants	**85%**	**80%**	**80%**
Major Services			
Major Restorative Services – crowns	**60%**	**50%**	**50%**
Prosthodontic Services – bridges, implants, and dentures	**60%**	**50%**	**50%**
Orthodontic Services			
Orthodontic Services – braces	**60%**	**50%**	**50%**
Orthodontic Age Limit –	**Up to age 19**	**Up to age 19**	**Up to age 19**

Maximum Payment:

- $1,250 per person total per Benefit Year on all services except orthodontics.
- $1,500 per person total per Lifetime on orthodontic services.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for the occlusal surface of first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations.
- Composite resin (white) restorations are optional treatment on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

VSP Plan

Summary of Benefits; Effective 01/01/2015

Benefit	Description	CoPay
Well Vision Exam	• Focuses on your eyes and overall wellness • Every calendar year	$10
Prescription Glasses: Frame	• $120 allowance for a wide selection of frames • 20% off amount over your allowance • Every other calendar year	$15
Prescription Glasses: Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every calendar year	$10
Prescription Glasses: Lens Options	• Scratch-resistant coating • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average 35-40% off other lens options	$0 $50 $80 - $90 $120 - $160
Contacts (instead of glasses)		$120 allowance for contacts; copay does not apply
Additional Coverage	Diabetic Eyecare Program	
Extra Savings and Discounts	**Glasses and Sunglasses** • 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam. **Retinal Screening** • Guaranteed pricing on retinal screening as an enhancement to your WellVision Exam. **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor	

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....up to $50
Frame.....up to $70
Single Vision Lenses.....up to $50
Lined Bifocal Lenses.....up to $75
Lined Trifocal Lenses.....up to $100
Progressive Lenses.....up to $75
Contacts.....up to $120

Appendix F
Grievance Form

(See Article 16, Grievance and Arbitration)

Grievant's Name: _____ Department_____

Date grievance is filed (submitted)_____

Date when event you are grieving took place_____

Date when you learned about the event that you are grieving _____

Name of the WSU administrator whose
actions (or inaction) you are grieving, if known _____

1. What is the nature of your grievance? *(Attach additional pages if needed.)*

2. What specific section or sections of the collective bargaining agreement, the bylaws, or another Agreement between the University and AAUP-WSU do you believe were violated?

3. What remedy do you seek? *(Attach additional pages if needed.)*

4. Have you discussed this grievance with an AAUP-WSU grievance officer?

   If yes, to whom did you speak and when?

5. Have you presented an informal complaint about this dispute to a WSU administrator?

   If yes, to whom did you speak and when?

Signature: _____ Date: _____

You must send a copy of this completed form to:
1. The Associate Provost for Faculty and Staff Affairs [*Name and Office Number inserted]*
2. The AAUP-WSU Grievance and Contract Administration Officer, [*Name, Department and Office Number inserted]*

Appendix G
SIDE LETTER ON COMPENSATION FROM OUTSIDE FUNDS

In addition to proceeds distributions pursuant to Section 20.3, the University may return to a Bargaining Unit Faculty Member as personal income, a portion of funds that Member brings into the University through research grants, contracts, professional practice, or other means. If the Member chooses, however, these funds will instead be deposited in a professional development account. Such payments shall not diminish compensation available to other Members. When making such payments, whether as personal income or professional development, the University will make a good faith effort to do so consistently across the University and within a department or college. The parties agree that the conditions of grants and contracts vary considerably, and so payments are likely to vary accordingly. Faculty receiving similar grants, however, should be paid similarly, and differences in payments should be based on differences in the grants, contracts, or other funding sources.

The University will notify the AAUP-WSU of these payments and the criteria by which they were made.

The provisions in this Side Letter shall be in effect through June 30, 2017. If the payments made pursuant to this Side Letter are reasonably consistent, the University and the AAUP-WSU anticipate continuing such payments as part of the successor Agreement.

Appendix H
Side Letter on Summer Teaching Assignments

The provisions below apply to TET Bargaining Unit Faculty for summer teaching in 2015, and they apply jointly to TET and NTE Bargaining Unit Faculty for summer teaching in subsequent summers.

Department chairs and the Deans of Lake Campus and the College of Nursing and Health will distribute to all Bargaining Unit Faculty Members in their academic units a schedule of summer teaching assignments.

If a Member who is scheduled to teach one or more summer courses notifies the department chair with a copy to the dean in writing within one week of receiving this schedule that he or she wants to teach a course section of equal or fewer credit hours that she or he is qualified to teach and that has been assigned to a non-Member, the University will either

(a) reassign that Member to teach the requested class,
or
(b) reassign that Member to another class to which the Member agrees,
or
(c) compensate the Member according to the enrollment generated in the requested class or in the class actually taught, whichever is greater, pursuant to Section 23.6, unless the Member elects not to teach the class to which he or she is assigned.

The foregoing provisions will also apply if the Member notifies the Dean that he or she wishes to teach a course section of more credit hours, provided the total number of credit hours that would then be taught does not exceed six (6) semester hours that Summer, pursuant to Section 7.8.1 of the CBA.

The university's obligations described above to an individual Member will have been satisfied if each section requested by the Member is re-assigned to any one Bargaining Unit Member.

The University has the right to reschedule Members from under-enrolled classes to classes that have adequate enrollment.

The university has no obligation to honor requests for schedule changes that are submitted more than one week after the schedule is distributed.

This Agreement does not alter in any way the number of courses or credit hours available to any individual Member pursuant to Section 7.8.1.

The intent of the foregoing provisions is to ensure that the summer teaching opportunities identified in Section 7.8.1 are not diminished by assignment of classes to non-Bargaining Unit Faculty. Should either party believe that such opportunities have been so diminished, the University and AAUP-WSU will meet to discuss and resolve the matter.

The undersigned confirm that this agreement is effective August 20, 2014.

American Association of University Professors, Wright State University Chapter

Martin Kich
President

Rudy H. Fichtenbaum
Chief Negotiator

James T. Vance, Jr.
Communication Officer and
Negotiating Team Member

Wright State University

David R. Hopkins
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