
THUMBNAIL GUIDE TO THE CONTRACT

a helpful guide to the AAUP-UC contract

FALL 2009

Table of Contents

Topic	Page
1. Introduction	2
2. Annual Performance Reviews	3
3. The Roles and Responsibilities of an Academic Unit Head	4
4. Reappointment, Promotion and Tenure	5
5. Faculty Workloads and Overloads	9
6. Faculty Leaves - Non-medical	10
7. Faculty Leave – Medical	12
8. Tuition Remission	14
9. A Few Words about Shared Governance	15
10. Grievances of Contract Violations other than RPT, Discipline or Dismissal	16
11. The Disciplinary Process	18

1. Introduction

Each year, the Chapter staff receives literally hundreds of questions from faculty about various sections of the contract. We are happy to serve as a resource for information about the contract. However, we also recognize that faculty may wish to have a quick reference guide to the contract to consult at their convenience. It is our hope that this *Thumbnail Guide to the Contract* will serve that purpose.

As the preamble to the collective bargaining agreement between the UC Chapter, AAUP and the University of Cincinnati states, the contract is intended:

- (1) To define, clearly and concisely, the rights and obligations of the Administration and Faculty Members;
- (2) To improve the quality of the University's programs in teaching, research, and public service;
- (3) To assure fair and reasonable conditions of employment and dispute resolution procedures; and
- (4) To provide for the participation of the Faculty and Administration in the continuing effort to improve the University's quality, efficiency and responsiveness.

The agreement outlines these collective rights and obligations in a 155-page document comprising 41 Articles and 11 Memoranda of Understanding. This *Thumbnail Guide* does not cover every Article of the contract, but rather focuses on those Articles about which we receive the most questions. If you have any questions or issues you would like to discuss with a UC Chapter AAUP staff person, please feel free to contact us at 556-6861, and we will be glad to assist you.

– Stephanie Spanja, J.D.
Director, Contract Administration
AAUP-UC Chapter

2. Annual Performance Reviews

Annual performance reviews are addressed in Article 33.1, which provides that there “shall be an annual performance review of each Faculty Member” in accordance with University of Cincinnati Policy and Procedures for Annual Performance Review of Faculty, adopted by the University on June 1, 1994. The University developed and adopted this policy in response to a mandate from the Ohio Legislature that each state-assisted college and university have procedures in place for the annual performance review of all faculty and administrators. Note that this requirement applies to *all* faculty - non-tenure-track, tenure-track and tenured alike, including academic unit heads.

Annual performance reviews are an important means of measuring faculty development and success. In fall 2008, the Chapter leadership appointed a committee to develop a White Paper recommending best practices for conducting annual performance reviews. This White Paper, which was approved by Chapter membership in May 2009, can be found on our website at http://www.aaupuc.org/Advisory/APRWhitePaper_10Apr09.pdf. (It also includes a copy of the University’s 1994 policy.)

Annual performance reviews are not optional; they are mandatory per Ohio state law and University of Cincinnati policy. If you have not received a performance review within the last year (or years), you may either bring this to your academic unit head’s attention or, if you wish, contact Chapter staff for advice on how to address your situation.

3. The Role and Responsibilities of an Academic Unit Head

Academic unit heads occupy a unique position within the bargaining unit, insofar as they are both faculty members *and* administrators. Academic unit heads are the first line of administration for faculty, performing supervisory duties and serving as a communication link between faculty and the administration. Article 31.2 succinctly describes this unique, dual role:

Academic unit heads, and those serving in an acting capacity, serve by empowerment of the Faculty and designation by the Dean or administrator to represent the Faculty and college administration – each to the other – and to the University community.

Article 31 outlines the processes for nominating and reviewing academic unit heads, and describes, in general terms, their leadership and managerial responsibilities. Academic unit heads not only are responsible for the day-to-day administration of their departments, i.e., managing and overseeing “the academic unit’s budget (all funds), class schedules, course offerings, teaching assignments and staff,” but also they are charged with providing the leadership that is crucial to promoting shared governance within the academic unit and furthering the professional development of the faculty within that unit.

The Chapter staff often receives questions about the contract from academic unit heads. As with all faculty members, we invite academic unit heads to contact us if they have any questions regarding the contract. We have found that such consultations tend to prevent problems (and potential grievances) before they arise.

4. Reappointment, Promotion and Tenure: An Overview of the Review Process

Article 7, which addresses the reappointment, promotion and tenure processes at the University, is the single longest Article in the contract, and it would be virtually impossible to summarize all of Article 7 in this *Thumbnail Guide*. We focus on two aspects of Article 7 about which we receive many inquiries: **how criteria are established** and **what happens to a Faculty Member's dossier after it leaves his or her hands**.

The Establishment of the Criteria

Article 7.5.2 provides that “RPT criteria shall be established by each academic unit and library jurisdiction, subject to written approval by the Dean or Library Administrator, and the Provost.” Article 7.5.2 further requires that each academic unit “review its RPT criteria and procedures at least once every five years.” The academic unit may choose to revise its RPT criteria and/or procedures or simply reaffirm them; the revised or reaffirmed criteria and/or procedures “shall be subject to the written approval of the Dean or Library Administrator and the Provost.” Note that the Dean (or Library Administrator) and the Provost may only approve the revised or reaffirmed RPT criteria and procedures; they may not impose new criteria or procedures on their own.

Under Article 7.5.3, if RPT criteria changes before a faculty member submits a dossier for reappointment, promotion or tenure, and a “reasonable time has not elapsed” since that change, “due consideration shall be given to the former criteria.” The word “reasonable” requires the faculty members and administrators involved to review the circumstances of each dossier on a case by case basis. It is nevertheless helpful if faculty members consider what “reasonable” probably should mean at the time when new criteria are established and voted on.

The Progress of the Dossier

Under Article 7.3.1, RPT recommendations and the length of each reappointment shall be initiated by the **academic unit** “based upon criteria and developed by the members of the academic unit.” The dossier then proceeds from the **academic unit RPT Committee** to the **academic unit head**; from the academic unit head to the **College RPT Committee**; from the College RPT Committee to the **Dean or appropriate administrator**; and from the Dean or appropriate administrator to the **Provost**. At each level, the reviewer(s) conduct an independent assessment of the dossier, in accordance with the approved RPT criteria.

Note that while this is the standard path of progress for candidate dossiers, there may be some variation at those few colleges where the academic unit *is* the college. In such cases, RPT recommendations and length of appointment are initiated by the College RPT Committee, which forwards the dossier to the Dean, and from the Dean to the Provost.

The Control and Maintenance of Dossiers

Through the RPT process, each level of review maintains possession of the dossier until forwarding it, along with their recommendation, to the next level of review. However, the candidate has the right to inspect the dossier in accordance with University policies on access to personnel files.

All material added or attached to the dossier after it leaves the candidate's hands, including letters of recommendation, must be copied to the candidate at the time this material is added.

Article 7.4.3 permits only the **candidate**, the **academic unit head**, and the **Dean** to add material to the dossier. No one else may add material to the dossier (apart from, of course, the appropriate letters of recommendation).

You can read more about this subject in our newsletter, *Works* 16.4 (April 10, 2009) on page 11. Back issues of *Works* (2005-2009) can be found on the Chapter website at <http://aapuc.org/works.html>.

The Candidate's Rights of Response and Reconsideration

One frequent source of confusion is the distinction between a candidate's right to respond to material added to a dossier, and a candidate's right to request reconsideration of a negative recommendation.

Right of Response

Article 7.4.4 permits a candidate to review and respond in writing to any material added to a dossier (this includes a letter of recommendation) within 14 days after the candidate receives the letter. (Note that this is not 14 days from the date on the letter, but 14 days from the date the candidate has received it). A response is addressed to the next level of review; each previous level should receive a copy of the response.

It is not uncommon for candidates to exercise this right of response when they receive letters of recommendation which, though positive, contain material that the candidate believes does not accurately reflect the contents of the candidate's dossier. If you have any questions as to whether it might be appropriate or even necessary to respond to a positive letter of recommendation, we encourage you to consult with Chapter staff as soon as possible.

Right to Reconsideration

Article 7 guarantees a candidate the right to reconsideration at the first level at which a negative recommendation occurs. As with the right of response, the candidate has 14 days from the date that he or she receives notice of the negative recommendation (not 14 days from the date on the letter itself) to request reconsideration. Although a candidate

may request reconsideration again during the review process, the University is required to honor only the first request, though it may honor additional requests at its discretion. If you receive a negative letter of recommendation and are considering whether to request reconsideration or otherwise respond, we encourage you to consult with Chapter staff as soon as possible.

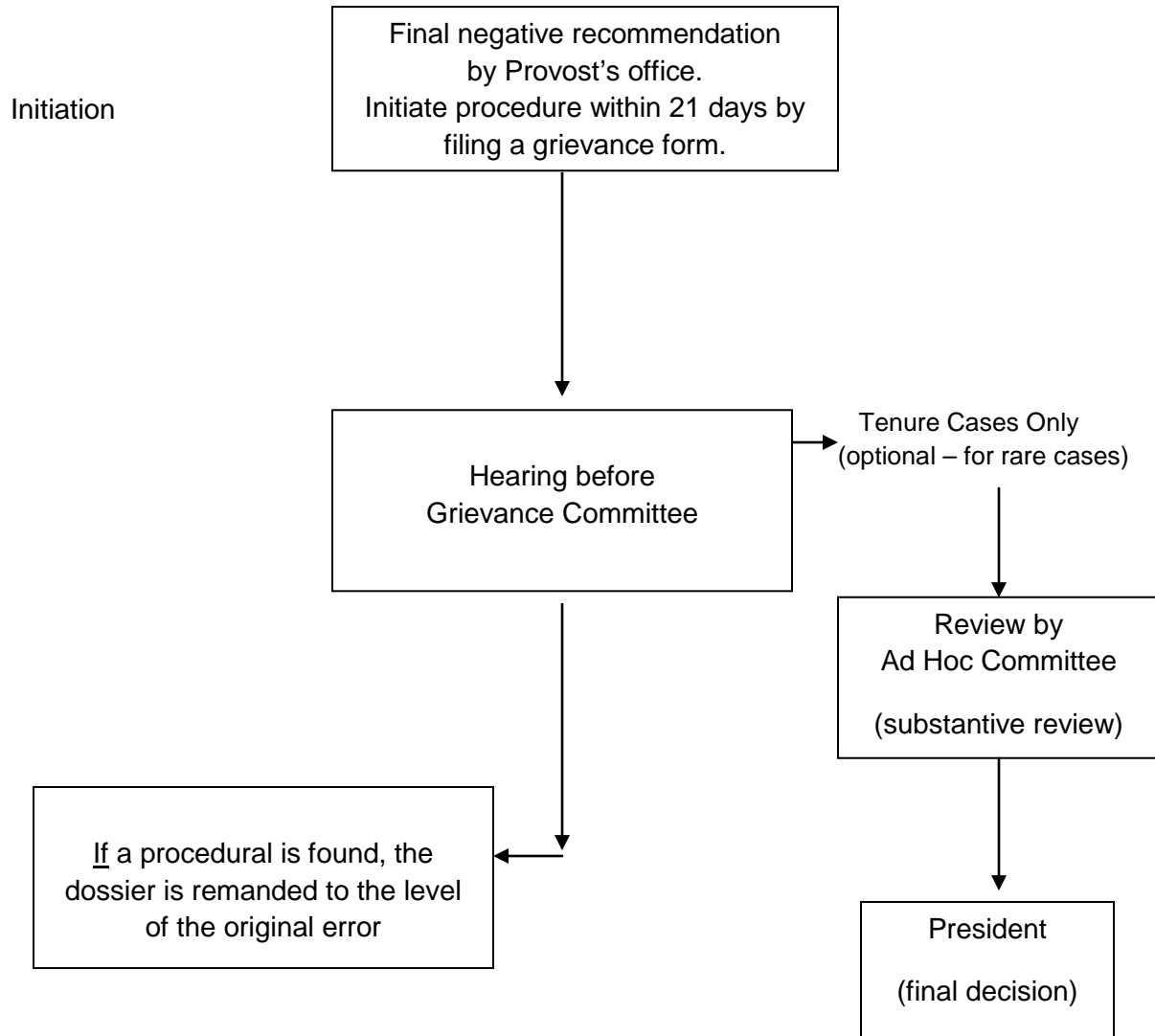
RPT Grievances

If a Faculty Member is denied reappointment, promotion or tenure, s/he may file a grievance if s/he alleges that (a) academic freedom violations were significantly connected with the decisions; (b) the procedures used in reaching the decision were applied in an improper or discriminatory manner (the term “procedures” excludes the merits of the decision itself); or (c) the Provost’s negative recommendation followed positive recommendations from all the previous levels, and was arbitrary and capricious.

The chart on the following page outlines in brief the RPT grievance procedure. If you receive a negative recommendation from the Provost and believe that you may have a basis for a grievance, we encourage you to contact Chapter staff immediately to discuss your options, since you will have a limited time (21 days) in which to file a grievance. Also, if you have questions or concerns at any time during the RPT process, we encourage you to contact Chapter staff. It is best to seek advice early in the process, so that we may assist you in addressing problems as they arise.

ARTICLE 7

Individual Faculty Grievance Procedure for Reappointment, Promotion, or Tenure



5. Faculty Workloads and Overload

Workload Policies

The contract does not define a “standard faculty workload.” This important matter is left to the individual colleges and, if applicable, the departments to decide. Every college does have a workload document dating back to 1994, which may or may not have been modified and updated since that time. In 1994, in response to a State legislative mandate, the University’s colleges and its library system adopted their own workload guidelines, which were approved by the Board of Trustees and the Ohio Board of Regents. The workload guidelines vary from college to college. Some workload documents specify the amount of “credit” given for active research programs; others are silent on the teaching-research-service balance.

It is important that you be familiar with your college’s and department’s workload policies. With that information, you will be more likely to know whether a proposed teaching assignment is potentially an overload assignment, and also how your department or college has set expectations for teaching, research, and service.

Overload Compensation

Overloads are briefly addressed in Article 13, which provides that “overload teaching shall be permitted only in emergency situations.” If you decide to take on overload credits, it is best to have an explicit understanding with your department or college administrators as to how many of these credits will be considered overload, and to get this understanding in writing before the quarter begins. Without a written agreement, if a dispute arises it can become difficult to pursue a case for additional pay for overload assignments after the fact, especially after the quarter has ended.

Under Article 13, overload teaching is to be paid in accordance with the following base schedule or at the adjunct rate in effect at the Faculty Member’s college, whichever is greater:

<u>Rank</u>	<u>Per Credit Hour Per Quarter</u>
Professor	\$717
Associate Professor	\$651
Assistant Professor	\$592
Instructor	\$538

6. Faculty Leaves – Non-Medical

The chart on the following page outlines the various leave options that are available to Faculty Members. The information on the chart is intended to serve as a brief summary. If you are interested in exercising one of these options, please consult the corresponding Article for information about application procedures and, if you have any questions, please contact the Chapter staff.

A Few Pointers

Academic Leave (“Sabbatical”)

- To be eligible to take academic leave, a Faculty Member must have accrued seven years of full-time service as a member of the bargaining unit. Unless a Faculty Member’s letter of appointment indicates otherwise, years of service at another academic institution, prior to employment at the University of Cincinnati, will not count toward a Faculty Member’s minimum service period.

Special or Emergency Leaves

- Article 20 allows Faculty Members to take leave “for purposes, time periods and under circumstances other than those provided elsewhere” in the agreement.
- The terms and conditions of this leave are subject to the mutual approval of the Faculty Member and the Administration.
- This is basically a “catch-all” provision that provides flexibility in cases where other leave options don’t apply to a particular situation. So long as the Faculty Member and Administrators agree to them, any terms set out in the written agreement you make to take leave under Article 20 are binding (providing, of course, that those terms do not violate other areas of the contract).

TYPE	ARTICLE	ELIGIBILITY	DURATION	PAY STATUS	BENEFITS (OTHER THAN RETIREMENT)	RETIREMENT CONTRIBUTIONS
Academic Leave	25	7 years of full-time service as a member of the bargaining unit.	Options: (1) 3 quarters (2) 2 quarters (3) 6 months, subdivided	By option: (1) 2/3 base (2) Full base (3) Full base	Paid by University	Based on percentage of base salary paid during leave.
Professional Leave	26	No restriction.	Options: (1) Reduced responsibilities (2) Full leave Duration: One quarter to one academic year	By option: (1) Proportional compensation (2) Unpaid	Paid by University	By option: (1) Partial (2) None
Personal Leave	19	No restriction.	Options: (1) Reduced responsibilities (2) Full leave Up to one year; renewable to a maximum of two years	By option: (1) Proportional compensation (2) Unpaid	By option: (1) Paid by University (2) Paid by Faculty Member	By option: (1) Partial (2) None
Child-Rearing Leave	19	No restriction.	Options: (1) Reduced responsibilities (2) Full leave Up to one year; renewable to a maximum of two years	By option: (1) Proportional compensation (2) Unpaid	By option: (1) Full (2) Paid by University for a maximum of one quarter; paid by Faculty Member thereafter	By option: (1) Partial (2) None
Special Leave	20	No restriction.	Subject to negotiation.	Subject to negotiation.	Subject to negotiation.	Subject to negotiation.

7. Faculty Leaves – Medical

Article 17 addresses the various types of medical leave that are available to Faculty Members; its provisions are summarized below. Please consult Article 17 for more details and, if you have any questions, contact the Chapter staff.

Sick Leave Accrual

- Faculty Members accrue sick leave at the rate of 15 days per year, pro-rated on a monthly basis, while in active pay status.

Sick Leave Bank

- The University maintains a “sick leave bank,” accessible to Faculty Members who have exhausted their accumulated sick leave.
- To draw upon the bank, the Faculty Member must make a written request to his/her academic unit head.
- The academic unit head forwards the request to the University Contract Administrator for implementation.
- Requests for use of the “sick leave bank” beyond 150 days require the approval of both the University’s Contract Administrator and the AAUP.

Circumstances under which Sick Leave May Be Used

- Faculty Member’s own illness, injury, or exposure to contagious disease
- Illness, injury or death in his/her immediate family *or* his or her domestic partner and/or the domestic partner’s children.

Extended Sick Leave

- An extended sick leave is a sick leave in excess of 14 days.
- The Faculty Member must notify his or her academic unit head of the probable duration of his or her absence. The academic head will forward this information to the Dean and the Provost. The Provost’s office must approve use of the “sick leave bank” for extended sick leave; this leave has been liberally granted, providing there is a reasonable expectation of return to work at some point in the future.
- Once paid leave options are exhausted, Faculty Members covered by the STRS/OPERS systems or City Retirement must use the benefits available to them under those plans.
- Once paid leave options are exhausted, Faculty Members who are not covered by the state systems, and who are enrolled in the long-term disability insurance plan under Article 16, are eligible to apply for benefits under the terms of the long-term disability plan.

Medical Leave without Pay

- If a Faculty Member exhausts sick days and is not covered by STRS, OPERS or City Retirement, he or she may apply for up to one year of medical leave without pay.
- The Faculty Member on medical leave without pay will not accrue sick leave or vacation leave, but will retain all University-provided benefits during the period of leave, except for retirement contributions based on salary.

8. Tuition Remission

The following chart lists key aspects of the tuition remission benefit as it applies to Faculty Members and their spouses, domestic partners and unmarried dependents. Please note that the chart is merely a summary; if you are considering making use of the tuition remission benefit, please review Article 11 and, if you have any questions, contact our office.

	Credit Hour Maximum – Undergraduate Level	Credit Hour Maximum – Graduate Level	Credit Hour Status	Out of State Residence Fee	Colleges of Law, Medicine and Pharmacy
Represented Full-Time	6 credit hours per quarter	6 credit hours per quarter	Graded or audited	None	Full
Represented Part-Time	3 credit hours per quarter	3 credit hours per quarter	Graded or audited	None	Full
Spouses or Domestic Partners	216 credit hour maximum	No maximum	Graded only	\$10 per credit hour	If enrolled by last day of Spring term 2008, full remission; if enrolled after last day of Spring term 2008, no remission
Unmarried Dependents	216 credit hour maximum	No maximum	Graded only	\$10 per credit hour	If enrolled by last day of Spring term 2008, full remission; if enrolled after last day of Spring term 2008, no remission

A Few Pointers about Withdrawals:

- **Faculty Members who withdraw from a course at any time do not have to pay any withdrawal fees. Faculty Members may also audit courses if they like.**
- Credit hours for courses for which a spouse, domestic partner or unmarried dependent received a “W” prior to the implementation of the current tuition remission policy on September 1, 2008 count toward the 216-credit hour maximum at the undergraduate level.
- Spouses, domestic partners and unmarried dependents of Faculty Members do not have to reimburse the University for the tuition cost of a course for which he or she received a “W.” However, the credit hours for that “W” course will count toward the 216-credit hour maximum at the undergraduate level.

9. A Few Words about Shared Governance

Shared governance is essential to the smooth functioning of the University, and integral to the success of its academic mission. Article 27 outlines both the principles of shared governance which the University and the Faculty Members jointly affirm, and describes in largely general terms Faculty Members' shared governance rights.

Article 27.2 gives Faculty the right to make their own regulations governing the admission and exclusion of students, the courses of instruction to be offered, grading policy, recommendations for degrees, honors and prizes, and other fundamental areas of curriculum. In addition, Article 27.2 provides that Faculty are entitled "to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization."

The principle and practice of shared governance are not contained strictly within the bounds of Article 27, but rather appear throughout the contract, with Article 6 (which describes the academic unit faculty's role in making recommendations for initial appointments) and Article 7 (which describes the role of the academic unit faculty in developing RPT criteria and making recommendations on faculty member dossiers) as notable examples.

The UC Chapter AAUP, as the legal bargaining representative of the UC Faculty, affirms the principle of shared governance and safeguards shared governance rights through the contract at the department, college and university levels. However, shared governance rights are enacted by the *Faculty*, through the University-wide Faculty Senate and through committees at the college and academic unit levels. Experience has shown that, by being proactive, Faculty can meaningfully influence the decision-making process at the University.

The vitality of shared governance at the University depends on the willingness of the Faculty to assert its shared governance rights, at the academic unit, college and university levels. If you have any questions as to the operation of shared governance at any of these levels, we encourage you to contact Chapter staff.

10. Grievances of Contract Violations other Than RPT, Discipline or Dismissal

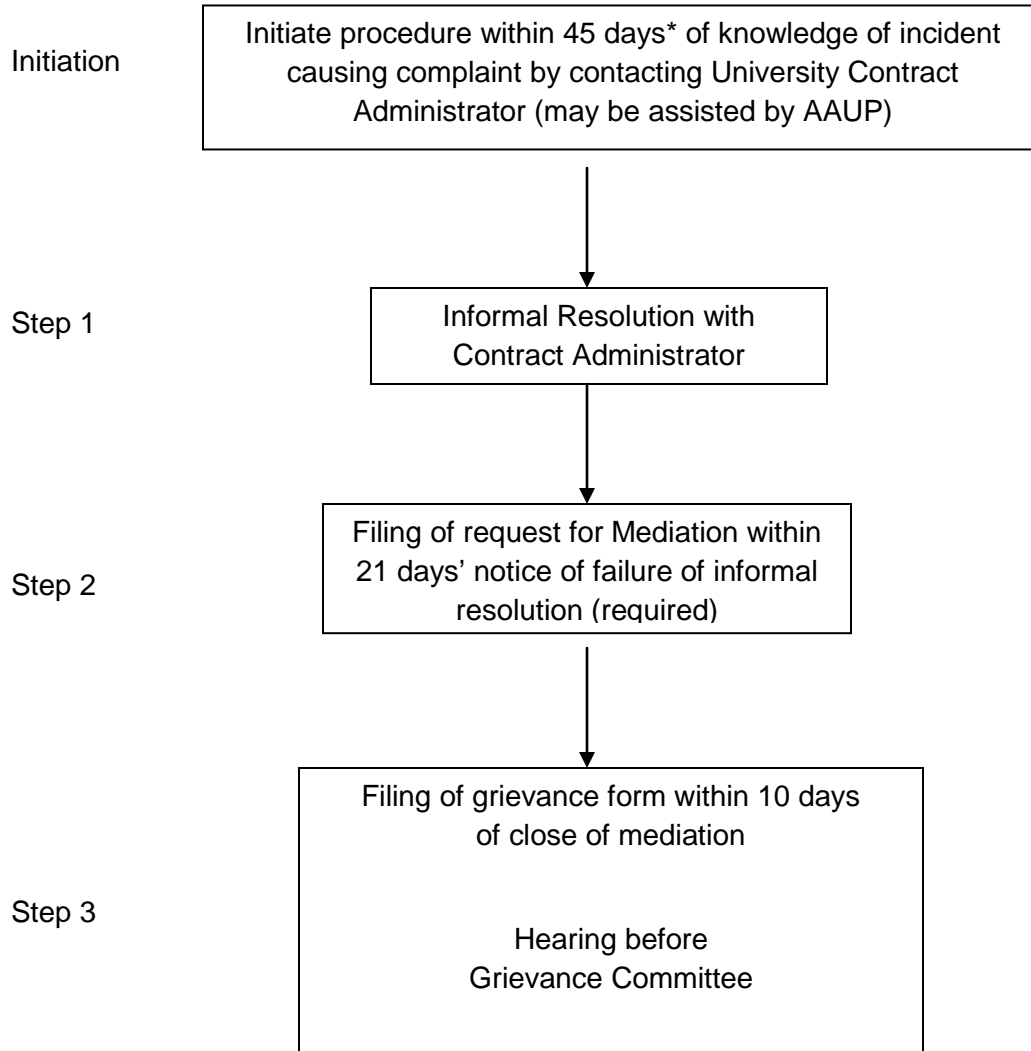
Article 8 outlines the procedure by which Faculty Members may file grievances of all contract violations, except for those involving RPT, discipline and dismissal. The chart on the following page sketches out the basic procedures involved.

If an incident occurs or issue arises that you think may involve a violation of the contract, we encourage you to contact Chapter staff as soon as possible to discuss your options, on a confidential basis. **TIME IS OF THE ESSENCE.** Under Article 8, Faculty Members have 45 days from the date that they first have knowledge of the potential violation to initiate the grievance procedure. Therefore, it is important that you contact Chapter staff at your earliest convenience, so that you do not forfeit your right to grieve the potential violation. Most potential grievance situations are resolved informally, without resort to the official procedures under Article 8. Please note that Chapter staff will not file a grievance on your behalf without your consent.

ARTICLE 8

Individual, Group, and AAUP Grievance Procedure

(all contract violations *other than* Discipline, Dismissal, or RPT)



*Note: If last day falls on a Saturday, Sunday, or university holiday, deadline is extended to the next university working day.

11. The Disciplinary Process

Under Article 9, an Administration official may initiate a disciplinary proceeding against a Faculty Member if he/she has grounds to believe that that Faculty Member has violated the collective bargaining agreement or “the University’s rules or standards of professional conduct including consistent failure to fulfill responsibilities in the academic unit.” In Article 9, the University expressly subscribes to the “principles of progressive discipline,” the purpose of which is to correct unacceptable behavior through the imposition of increasingly severe penalties, “except when summary action is necessary and appropriate.”

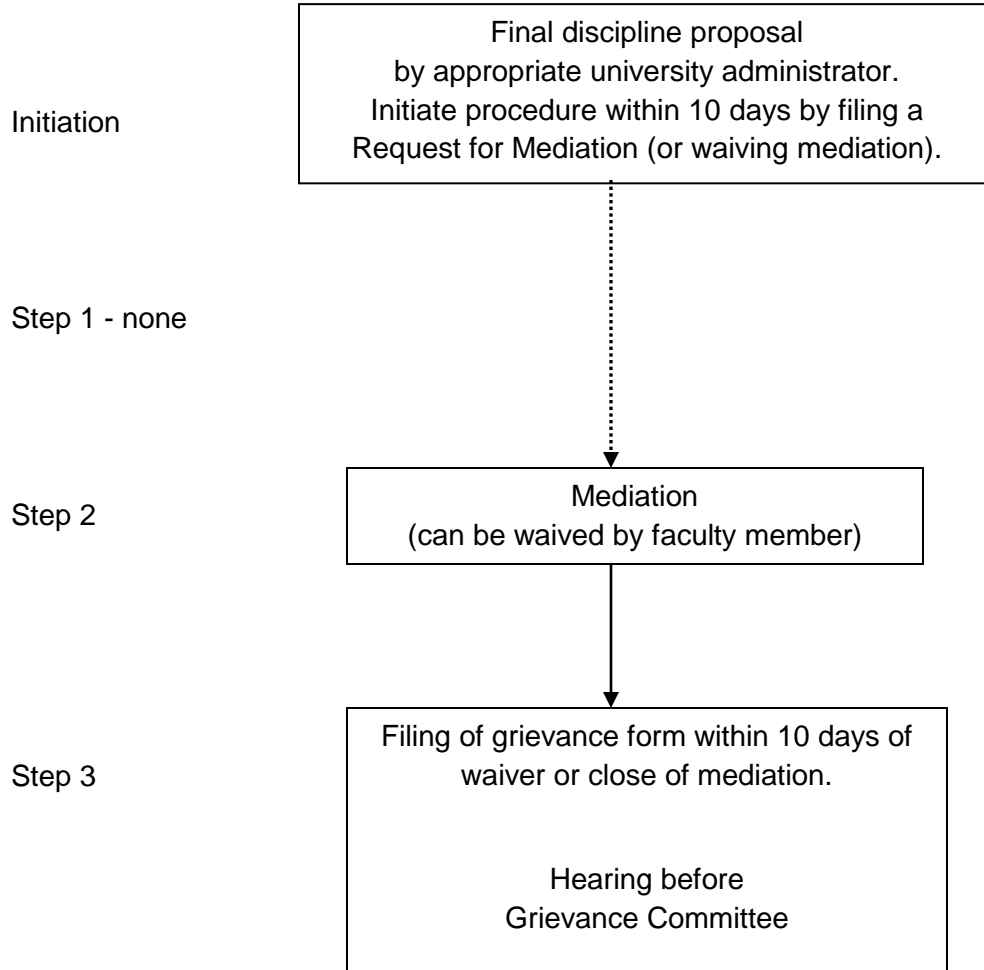
If an Article 9 proceeding is initiated, the Faculty Member will receive notice by letter that an investigation under Article 9 has begun. This letter typically states, in general terms, the subject of the investigation. The Administration has 60 days after the Faculty Member is notified about the initiation of an investigation to propose discipline, if it chooses to do so.

Article 9 requires that, as part of the investigation, a University official must meet with the Faculty Member to discuss the charges against the Faculty Member and give him/her an opportunity to respond. Written notice of these charges is to be provided to the Faculty Member and the AAUP prior to this meeting. The Faculty Member is entitled to be accompanied to this meeting by an AAUP staff person, if he/she chooses.

Following the completion of the investigation, the Administration may choose to close the case or propose discipline (including dismissal). If the Faculty Member disagrees with the proposed discipline, he/she may access the grievance procedure, outlined in the following charts, to protest the propriety and/or severity of the proposed discipline.

ARTICLE 9

Individual Faculty Grievance Procedure for Proposed Discipline (excluding dismissal)



ARTICLE 9

Individual Faculty Grievance Procedure for Proposed Dismissal

