

COLLECTIVE BARGAINING AGREEMENT

between

UNIVERSITY OF CINCINNATI

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

UNIVERSITY OF CINCINNATI CHAPTER

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PREAMBLE

This Agreement between the Board and the AAUP is intended:

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

ARTICLE 1

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

- 1.1** The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for employees in the following classifications:
 - 1.1.1** All Faculty who hold the titles of Instructor, Assistant Professor, Associate Professor, Professor, Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian and Senior Librarian;
 - 1.1.2** All Faculty appointed full-time on an academic year or annual basis who hold the titles of Instructor, Assistant Professor, Associate Professor, or Professor, followed by one of the following descriptors: Clinical, Educator, Field Service, Practice, or Research;
 - 1.1.3** All Faculty appointed on an academic year or annual basis who hold Adjunct or other part-time titles whose position is 65% or more of a full-time Faculty position;

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

1.2 Excluded from the Bargaining Unit are:

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

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

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

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

1.2.5 Faculty in the College of Medicine classified as Geographic Faculty.

1.2.6 Faculty in the College of Nursing classified as Geographic Faculty who contribute less than 65% of a full-time Bargaining Unit Faculty Member's effort toward the teaching, research and service obligations, in any combination, to the College of Nursing.

1.2.7 All Faculty appointed on an academic year or annual basis who hold Adjunct or other part-time titles whose position is less than 65% of a full-time Faculty position.

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

ARTICLE 2

ACADEMIC FREEDOM

- 2.1** Institutions for higher education exist for the common good in a democratic society. The welfare and strength of the University and of society at large depend on free inquiry and its free expression. Academic freedom is based upon the premise that scholars are entitled to immunity from coercion in matters of thought and expression, and on the belief that the mission of the University can be performed in an atmosphere free from administrative or political constraints on thought and expression. Thus, academic freedom is essential for the maintenance of vital democratic institutions and of an informed and energized citizenry.
- 2.2** Academic freedom applies to freedom of thought and expression in teaching, research, and extramural activities. Freedom in research is fundamental to the advancement of free inquiry. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. However, Faculty Members should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Academic freedom is also essential to protect the rights of Faculty Members freely to discuss and debate all ideas, however controversial or unpopular, before the broader community. The right of academic freedom shall be the right of every Faculty Member. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research in all aspects of University life.
- 2.3** The University shall also continue to recognize that all Faculty Members are citizens and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty Members shall be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.
- 2.4** The above statements in Article 2 take as their source and guide the “1940 Statement on Academic Freedom and Tenure with 1970

Interpretive Comments” found in the *Policy Documents and Reports of the AAUP* (the Redbook). The University of Cincinnati and the AAUP reaffirm their long tradition of, and deep commitment to, academic freedom.

ARTICLE 3

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

- 3.1** The AAUP and the University recognize the following:
- 3.1.1** That in the practice of their profession, most Faculty Members' principal academic functions are teaching and/or discovering, creating, and reporting knowledge. In addition, Faculty Members typically participate in service in various forms.
 - 3.1.2** That in the practice of their profession, Librarians select, acquire, and provide access to scholarly information according to the duties and responsibilities contained in their individual job descriptions. As part of their professional responsibilities they may also participate in teaching and/or discovering, creating, and reporting knowledge. In addition, Librarians typically participate in service in various forms.
 - 3.1.3** That in order to carry out these functions, special protections are acknowledged to be essential by the parties to this agreement. These protections are known as academic freedom and tenure.
- 3.2** The general statements which follow take as their source and guide the "1940 Statement on Academic Freedom and Tenure with 1970 Interpretive Comments" and the "2009 Statement on Professional Ethics" found in the *Policy Documents and Reports of the AAUP* (the Redbook).
- 3.3** The primary justification for academic freedom is service to society's need for independent criticism and advice and a continual flow of new ideas vital in a democracy. The creation of knowledge is inherently threatening to the established order. Academic tenure, therefore, is vital to the nurturance of new ideas and new knowledge. Tenure is the bulwark against the application of economic and political power in limitation of the topics of inquiry

and the publication of results.

- 3.4** Academic tenure, therefore, entails significant responsibilities: to enlarge the common body of knowledge; to raise hard questions; to take unpopular positions; and to accept intellectual risks. The real freedoms associated with inquiry and expression, however, are always bounded by the responsibilities associated with those freedoms.
- 3.5** Members of the academic community, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed on them. Their primary responsibility to their subject is to seek and to state truth as they see it. To this end they devote their energies to developing and improving their scholarly competence and professional skills. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- 3.6** As teachers, Faculty Members encourage the free pursuit of learning in their students. They hold before students the best scholarly and ethical standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. To that end, their responsibilities as teachers are not confined to formal instructional settings but also include accessibility to and engagement with students outside the classroom. Accessibility of Faculty Members includes responding to student inquiries, posting and keeping of office hours convenient to students, and/or availability by appointment. Faculty Members make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit and are in compliance with the performance expectations as published in the course syllabi. They provide student assessments and submit course grades in a timely manner. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from students. They protect students' academic freedom.

- 3.7** As colleagues, members of the academic community have obligations that derive from common membership in the community of scholars. Faculty Members do not discriminate against or harass colleagues. They respect and defend the free inquiry of their associates, even when it leads to findings and conclusions that differ from their own. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues.
- 3.8** As principals of an academic community, Faculty Members accept their share of faculty responsibilities for the governance of their institution and that active participation in the governance in their Academic Units, colleges, and the University cannot always be coterminous with their teaching responsibilities. Active participation in governance and academic planning is expected and necessitates a commitment to joint efforts with colleagues (e.g., Faculty meetings, planning retreats, Faculty workshops, Faculty Senate, AAUP, and University governance activity) that extend throughout the academic year.
- 3.9** As members of their institution, Faculty Members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their rights to criticize and seek revision. Faculty Members give due regard to their paramount responsibilities within their institution in determining the amount and character of the work done outside it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- 3.10** As members of their community, Faculty Members have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of

academic freedom.

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

ARTICLE 4 **NON-DISCRIMINATION**

- 4.1** The University will not discriminate or tolerate discrimination by or against any Faculty Member, or against any applicant, in matters of wages, hours, terms and other conditions of employment on the basis of sexual orientation or any characteristic prohibited by Federal or Ohio law or University policy.
- 4.2** The University will not tolerate any form of bullying or harassment, including sexual harassment, by or against any Faculty Member.
- 4.3** The University and the AAUP will not discriminate against any Faculty Member for any activities for or against the AAUP or for membership or lack thereof in the AAUP.
- 4.4** No person shall be employed or promoted to a position within the Bargaining Unit if the result would be that an Academic Unit Head and a member of his or her immediate family (*i.e.*, spouse, child, parent, brother, sister) would be members of the same unit except upon the recommendation of a majority of the members of the unit, subject to the approval of the Provost.
- 4.5** A Faculty Member who believes that he/she has been subject to discrimination or harassment in violation of this Article may first pursue her or his claim formally through the Office of Equal Opportunity and Access (OEOA) before seeking possible remedy through another provision of this Agreement. When a Faculty Member chooses this option, the grievance timetable in Article 8

shall be tolled while the Faculty Member pursues her or his claim through OEOA.

ARTICLE 5

AFFIRMATIVE ACTION

- 5.1** Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies. Faculty Members have a shared responsibility and commitment to promote a nondiscriminatory University environment.
- 5.2** In order to facilitate the creation and implementation of such policies, the Administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The Committee shall have the opportunity to make recommendations to the President or the President's representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the Committee desires to have a meeting on the matter, the President or the President's representative shall meet with the Committee and respond to the Committee's recommendations if requested to do so by the chairperson of the Committee. Copies of current affirmative action plans and revisions thereof shall be maintained in the Office of Equal Opportunity and Access (OEOA) and shall be available there for inspection.
- 5.3** Current affirmative action employment policies, procedures, and guidelines shall be maintained on the OEOA and Human Resources websites. The staff of the OEOA and other designated affirmative action coordinators shall be available upon request to assist Faculty Members in ensuring compliance with University affirmative action policies and procedures. Members of search committees should be trained in inclusion best practices in the hiring process offered by the OEOA and search committees should consult with the OEOA to make sure that searches are conducted in accordance with the University's Affirmative Action plans.
- 5.4** Whenever an Affirmative Action Report is submitted to the Department of Labor, a copy shall be sent to the AAUP.

ARTICLE 6

APPOINTMENTS

6.1 Faculty Appointments and the Academic Year

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

6.1.2 Two-Semester Appointments

6.1.2.1 Primary Semesters. A Faculty Member with a Two-Semester appointment performs most of his/her normal teaching and service duties as well as some professional activity during two semesters (“Primary Semesters”) of the Academic Year. A Faculty Member with a Two-Semester appointment typically has the opportunity to use the other months of the year for research, scholarship, creative activity, and/or other forms of professional development. Throughout both the Primary and Secondary Semesters, Faculty Members should review and, where necessary, respond in a reasonably timely manner to all University-related communications. For reasonably brief periods before, after, and between the Primary Semesters, a Faculty Member may be expected to attend meetings, participate in governance, prepare materials for teaching, advise students, evaluate student work, and engage in other activities ancillary to or in support of his/her responsibilities during his/her Primary Semesters. Such activities are not subject to additional compensation. A Faculty

Member with a Two-Semester appointment may receive additional compensation, from internal or external sources, for teaching, consulting, grant-supported research, or other activities during his/her Secondary Semester as prescribed and permitted elsewhere in this Agreement and/or in the Rules of the University.

6.1.2.2 Secondary Semesters. For Faculty Members holding Two-Semester appointments, the initial appointment letter shall specify which of the Academic Year's three semesters will normally be his/her Secondary Semester; that is, the term during which he/she typically has limited on-campus duties. The Secondary Semester may be Fall, Spring, or Summer. If the original appointment letter does not, or did not, specify the Secondary Semester, the Primary Semesters of the Faculty Member shall be Fall and Spring except as voluntarily changed below.

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

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

Nothing herein shall be construed to prohibit a Head and Faculty Member from agreeing to redistribute some duties, such as teaching a

course, from a Primary Semester to a Secondary Semester without additional compensation. Nothing herein shall constrain an existing initial appointment letter from being amended, upon agreement of the Dean and the Faculty Member, with regard to the specific Secondary Semesters. However, in no instance shall more than 30% of the Faculty Members of an academic unit have Summer Semester as one of their Primary Semesters.

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

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

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

6.2 Initial Appointment of Faculty

6.2.1 The title advertised and assigned to a Faculty position must match the duties and responsibilities to be performed as

specified in the detailed description of that position.

- 6.2.2** The appointment of a Faculty Member to an Academic Unit shall normally be based on a recommendation initiated within and approved by the Faculty of that Academic Unit using procedures developed within the Academic Unit. In unusual circumstances, the Dean may initiate an appointment after explanation to and consultation with the Academic Unit Faculty and allowing them the opportunity to consider other candidates. Any person without Faculty status at an administrative level of Assistant Dean or higher may be subsequently appointed to Faculty status upon the approval of the Faculty of the Academic Unit.
- 6.2.3** When the Dean and the Academic Unit cannot agree on an appointment recommendation, the Provost, at the request of the Dean or the Academic Unit and after consultation with the Academic Unit, shall name a committee to resolve the dispute. The committee shall consist of one (1) Faculty Member elected from the Academic Unit involved, one (1) Faculty Member from a related discipline, selected by the Academic Unit Faculty involved, one (1) Faculty Member from a related discipline, selected by the Provost, and two (2) persons of recognized stature in the discipline of the Academic Unit involved, selected by the Provost after consultation with the unit.
- 6.2.4** Appointments to more than one Academic Unit shall be accompanied by a memorandum of understanding between all Academic Units concerned that will at a minimum (1) identify the primary unit for reappointment, promotion, and tenure (“RPT”) and annual performance review (“APR”) purposes, (2) indicate that APRs will be conducted by the Academic Unit Head of the primary unit with written input from the Academic Unit Head(s) of the secondary unit(s), (3) indicate that the Academic Unit RPT Committee will be from the primary unit (and that the College RPT Committee will be from the primary unit’s home college, if applicable), and (4) will allow for the inclusion of an ex-officio member from the secondary unit(s) on the primary unit’s RPT Committee.

- 6.2.5** Faculty appointments normally start at the beginning of the Academic Year (August 15). An appointment made between August 15 and December 31 shall be considered for academic leave and tenure purposes as commencing on August 15 of that year; an appointment made on or after January 1 shall be considered for these purposes as commencing on the following August 15.
- 6.2.6** Should a tenure-track position be created or become vacant that is subject to a full search, any non-tenure track Faculty Member currently employed at the University who applies and meets the qualifications will, except for special circumstances, be granted an interview.
- 6.2.7** No Academic Unit shall hire a new Faculty Member into a position for which the Academic Unit's RPT Criteria fail to provide criteria for promotion and/or tenure. This is particularly applicable to joint appointments (where the criteria must take into account the multi-disciplinary nature of the joint appointee's work) and to appointments without tenure at the ranks of Professor, Associate Professor, Senior Librarian, and Associate Senior Librarian.

6.3 Tenure-track Faculty Titles

- 6.3.1** All tenure-track Faculty appointments shall be identified by one of the following titles: Professor, Associate Professor, Assistant Professor, or Instructor; and for Library Faculty: Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, or Beginning Librarian.
 - 6.3.1.1** Professors shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The continued employment of a Professor beyond an initial three-year term shall occur only if tenure has been granted prior to or at the expiration of that term.
 - 6.3.1.2** Associate Professors shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Associate Professors may, under

special circumstances, initially be appointed for a term of three years without tenure and are eligible for reappointment to either a two or three-year term, during the penultimate year of which he/she would normally apply for tenure. The continued employment of an Associate Professor beyond a two or three-year reappointment shall occur only if tenure has been granted prior to or at the expiration of that term, except in the College of Medicine (see Article 6.3.1.10). Individuals promoted to Associate Professor prior to tenure review may be reappointed to a term of appropriate length to complete the full seven (7) year probationary period, except in the College of Medicine (see Article 6.3.1.10).

- 6.3.1.3** Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years, except in the College of Medicine (see Article 6.3.1.10). Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for tenure at that rank. Persons initially appointed as Instructors may be eligible for tenure at the rank of Assistant Professor.
- 6.3.1.4** Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain tenure at the rank of Instructor.
- 6.3.1.5** Senior Librarians initially shall be appointed with tenure unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without tenure. The continued employment of a Senior Librarian beyond an initial three-year term shall occur only if tenure has been granted prior to or at the expiration of the term.

- 6.3.1.6** Associate Senior Librarians shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Associate Senior Librarians may, under special circumstances, initially be appointed for a term of three years without tenure and are eligible for reappointment to either a two or three-year term during the penultimate year of which he/she would normally apply for tenure. The continued employment of an Associate Senior Librarian beyond a two or three-year reappointment shall occur only if tenure has been granted prior to or at the expiration of that term. Promotions to the rank of Associate Senior Librarian or Senior Librarian shall be accompanied by a grant of tenure.
- 6.3.1.7** Associate Librarians initially shall be appointed for a term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall occur only if tenure has been granted prior to or at the expiration of the last reappointment.
- 6.3.1.8** Assistant Librarians initially shall be appointed for a term of either one, two, or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain tenure at the rank of Assistant Librarian.
- 6.3.1.9** Beginning Librarians initially shall be appointed for a term of one, two, or three years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain tenure at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to tenure.
- 6.3.1.10 Probationary Period in the College of Medicine.** In the College of Medicine, Faculty Members shall have an option to request an extension of the probationary period by two (2)

years (see Article 7.5.10).

6.3.2 Letter of Appointment. The initial letter of appointment will include the following:

- (a) That the offer is contingent on satisfactory completion of all applicable background checks;
- (b) The effective date of employment and period of initial appointment;
- (c) The rank and title at which employed;
- (d) Salary and the date of the first monthly paycheck;
- (e) A statement that the terms of employment, including standards for reappointment, tenure and promotion, where applicable, are subject to Academic Unit, College and University policies, and this Agreement;
- (f) A statement that the position is one represented by the AAUP and covered by this Agreement, with a weblink to the Collective Bargaining Agreement;
- (g) A statement of whether or not the appointment is with tenure and/or whether or not it is tenure-eligible, and the expected timeline for the first application for reappointment (where applicable);
- (h) A statement that the individual should attend the New Faculty Orientation, as well as any required college and Academic Unit events;
- (i) A statement indicating trainings which may be mandatory;
- (j) Where applicable, the memorandum of understanding for joint appointees explained in Article 6.2.4; and
- (k) Where applicable, the requirements for obtaining visa status.

The letter shall not set forth any terms or conditions which are contrary to the rights and obligations established by this Agreement. Appointments may also be made with tenure, provided that the award of tenure is approved by the applicable Academic Unit, Dean, Provost, and Board of Trustees. Unless the letter provides otherwise, teaching assignments, commitments of travel and research and other non-salary funds, courtesy titles, administrative titles, and other terms of the letter that are supplementary, shall be construed as binding only for the term of the initial

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

No credit for previous years of service may be granted toward the probationary period without the prior written approval of the Dean and the Provost as specified in the appointment letter. Such credit, if granted, is irrevocable. For all appointments, the probationary period for continuous full-time service shall not exceed seven years, except in the College of Medicine (see Article 6.3.1.10) or if it has been extended under other provisions of this Agreement.

- 6.3.3** Librarians may apply in writing for a ten (10) month appointment (two (2) months leave without pay) by February 1 of the preceding academic year. The Dean shall render a decision by May 1.
- 6.3.4** There shall be no tenure quotas in any college or Academic Unit or in the University as a whole.
- 6.4** **Termination of a Faculty Member.** After probation, a tenure-track Faculty Member must be terminated or granted tenure. Tenure is achieved only by grant of the Board and only in accordance with Article 7. Termination of an appointment with tenure, or of a probationary or non-tenure track appointment before the end of the specified term shall occur only for adequate cause (see Article 9), retirement, resignation, financial exigency declared by the Board (see Article 28) or elimination of a program, Academic Unit, college, or library (see Article 29).
- 6.5** **Non-tenure track Faculty Titles**

 - 6.5.1** Letter of Appointment. The initial letter of appointment for non-tenure track Faculty Members will include the same information as required in 6.3.2 (a)-(k).
 - 6.5.2** Non-tenure track Faculty titles are titles in the Adjunct, Clinical, Educator, Field Service, Practice, and Research series. Faculty Members with non-tenure track titles do not have the right to request a review for tenure.

6.5.3 Persons appointed by the University in connection with special grants or for other projects limited in time may only receive non-tenure track titles.

6.5.4 This Article does not restrict the right of the Board to grant tenure to any person with a non-tenure track appointment whose value to the University merits that action.

6.5.5 Faculty Members with a non-tenure track title may be granted appointments and reappointments for periods ranging from one (1) to seven (7) years each.

6.6 Initial Appointment of Library Faculty. Except as specified below, initial appointment of Library Faculty shall follow the guidelines for initial appointment of Faculty prescribed in Article 6.2.

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

6.6.2 Search committees shall consist of the following: the immediate supervisor of the position to be filled and two Librarians, whenever possible elected by the Librarians of the appropriate library jurisdiction using procedures developed by the Librarians of the library jurisdiction. Whenever a library jurisdiction has fewer than the requisite number of Librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of Librarians in the Bargaining Unit according to procedures developed by Librarians in the Bargaining Unit.

6.6.2.1 In those instances in which the position to be filled reports directly to a Dean, the Dean may designate another person to serve on the search committee in the place of him/her.

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

committee.

6.6.2.3 Search committees shall elect their own chairs.

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

6.6.4 Assignment of a Librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the Librarian.

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

ARTICLE 7

REAPPOINTMENT, PROMOTION, AND TENURE ("RPT")

7.1 Authority to Grant Reappointment, Promotion and Tenure

The granting of tenure or promotion to the rank of Professor shall be determined by the Board upon recommendation of the Provost after the recommendations set forth in this Agreement have been made. Except in the case of expedited reappointments as described in Article 7.5.16, all other promotions and reappointment decisions shall be made by the Provost after the recommendations set forth in this Agreement have been made.

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

7.2 Levels of RPT Review

- 7.2.1** Recommendations for RPT and for the length of each reappointment shall be initiated by the Faculty Members of the Academic Unit based upon criteria and procedures developed by the Faculty Members of the Academic Unit (hereinafter referred to as “the RPT Criteria”).
- 7.2.2** The first level of review shall be the Academic Unit RPT Committee. Academic Unit RPT Committee recommendations shall be forwarded to the Academic Unit Head, from the Academic Unit Head to the College RPT Committee, from the College RPT Committee to the Dean, and from the Dean to the Provost. Where the Academic Unit is the College (College of Nursing, James L. Winkle College of Pharmacy, and College of Law), the pathway shall be from the Academic Unit RPT Committee to the Dean, and from the Dean to the Provost. In the unit of Experience-Based Learning and Career Education, the pathway shall be from the Academic Unit RPT Committee to the Academic Unit Head, from the Academic Unit Head to the Dean, and from the Dean to the Provost.
- 7.2.3** At each level, the reviewers shall assess the sufficiency of the dossier and the conformity of the review process to approved RPT Criteria and procedures. After consulting with the University Contract Administrator, if appropriate, or on its own initiative, any level of review may remand the dossier to a previous level of review (1) to correct procedural errors or (2) to correct an insufficiency in the dossier’s provision of materials required under the RPT Criteria, including asking the Faculty Member to add such missing required items. The University Contract Administrator may remand a dossier to a lower level of review at any time in the process for the same reasons. The Faculty Member will have ten (10) days to provide any missing items before the review proceeds.

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

7.3.1 RPT recommendations shall be based upon criteria related to the responsibilities and functions of the candidate's Academic Unit or library jurisdiction. Unless otherwise stated in the appointment letter or the RPT Criteria, it is understood that candidates are evaluated on work produced during their time at the University.

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

7.3.3 Review of RPT Criteria. Each Academic Unit shall review its RPT Criteria at least once every five years. When revisions are made or existing RPT Criteria are reaffirmed, as the result of a review, the Academic Unit's new or reaffirmed RPT Criteria shall be subject to the written approval of the Dean.

7.3.3.1 Upon initiating the review of its RPT Criteria, each Academic Unit shall notify the Dean and the AAUP of the date upon which it began its review. Each Academic Unit shall have ninety (90) days to complete its review. When it has completed its review, each Academic Unit shall provide notice to the Dean, Provost, and the AAUP as to whether it has decided to propose changes to its RPT Criteria, and if so, it shall provide the proposed changes to the Dean and the AAUP. The AAUP shall review the changes proposed by the Academic Unit solely to ensure that the proposed changes are in compliance with the Collective Bargaining Agreement. The AAUP shall have fourteen (14) days to notify the Academic Unit, Dean, and Provost of its conclusions.

7.3.3.2 The Academic Unit shall have twenty-one (21) days to review the AAUP's conclusions and to propose additional changes, if necessary, to the RPT Criteria. The Academic Unit shall then forward its proposed revision of the RPT Criteria to the Dean, with a copy to the AAUP.

7.3.3.3 The Dean shall have twenty-one (21) days from receipt of the final version of the Academic Unit's proposed changes to review and either approve the proposed revised RPT Criteria or to respond to the Academic Unit with suggested revisions. If the latter, the timelines in Article 7.3.3.2 apply.

7.3.3.4 When proposed revisions to the RPT Criteria receive final approval, a copy of the revised RPT Criteria shall be provided to the Dean, the Provost, the AAUP, and to all Faculty Members in the Academic Unit.

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

7.3.4 If a reasonable time has not elapsed since a change in RPT Criteria, due consideration shall be given to the former RPT Criteria. Any substantive changes to the RPT Criteria that are approved must also include a timeline of implementation.

7.4 Preparation of the Dossier

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

7.4.2 The candidate has primary responsibility for the development of the dossier submitted for review according to the procedures established by the RPT Criteria and this Collective Bargaining Agreement.

Although RPT reviewers are not investigative bodies, reviewers are permitted to verify matters of fact as set forth in the candidate's dossier.

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

7.4.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent to the RPT Criteria. This dossier shall be provided to the Academic Unit RPT Committee or the Librarians' RPT Committee by the date specified in Article 7.5.14, unless an earlier date has been set by the Academic Unit in accordance with Article 7.5.15.

7.4.4 Any Faculty Member or Dean serving as a reviewer may advise a candidate in his or her preparation of a dossier up to the time that the candidate has submitted the dossier for review by the Academic Unit RPT Committee. After that time, such advising must cease, since the role of the reviewer becomes evaluative as part of the RPT review process.

7.5 Review Process

7.5.1 All material received and considered in making recommendations regarding reappointment, promotion, or tenure, at any level, including the recommendation letters of the various levels of review, becomes part of the candidate's dossier.

7.5.2 The candidate, Academic Unit Head or Dean may add to the dossier material bearing on the substance of a prospective decision until the Provost renders a recommendation.

7.5.3 The candidate shall be permitted to review the dossier throughout the process. The candidate shall be provided with a copy of any material added to the dossier at the time

the material is added to the dossier. The candidate shall have fourteen (14) days following receipt of material added to the dossier to review and respond in writing to the material. All written responses from the candidate shall become part of the dossier. Reviewer responses to the candidate's response are not permitted.

- 7.5.4** Reviewers shall read and consider the prior recommendations, but each review level shall make an independent determination based on the same RPT Criteria. Reviewers shall not consult on pending RPT cases with other levels of review, nor are levels of review permitted to file responses to other levels of review.
- 7.5.5** Reviewers are not permitted to serve on more than one level of review during the same academic year. Reviewers who are also candidates in the same academic year may not serve as a reviewer until all dossiers seeking the same RPT action have passed his/her level of review. Reviewers must recuse themselves from the consideration of a particular dossier or dossiers where a conflict of interest exists. Reviewers shall not communicate with a candidate during the pendency of his/her review process regarding anything relevant to the review.
- 7.5.6** The recommendation from the Academic Unit RPT Committee shall be given serious consideration, and no committee or administrator shall make a different recommendation except for substantial reasons stated in writing.
- 7.5.7** A copy of each review level's recommendation letter shall be transmitted to the candidate at the time the letter is added to the dossier. Any negative recommendation must be accompanied by a written statement of reasons, except for certain Dean recommendations as set forth in Article 7.6.7 and Article 7.6.9.3.
- 7.5.8** A candidate shall be guaranteed the right to reconsideration at the first level at which a negative recommendation occurs. Within fourteen (14) days after receiving notice of the negative recommendation, the candidate has the right to request reconsideration and may submit supporting

substantive or procedural information. The candidate shall be informed of the result of the reconsideration within twenty (20) days following submission of the request.

When a candidate exercises this right to reconsideration, the review process shall remain at the level at which reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Article 7.5.12 herein. In the event that the reviewer's reconsideration results in a second negative recommendation, or a subsequent reviewer also provides a negative recommendation, the candidate may request reconsideration, but the granting of the request is at the discretion of the reviewer and not subject to a grievance.

7.5.9 Candidates may withdraw their dossiers at any time prior to a recommendation by the Provost.

7.5.10 Procedure for Tenure-track Faculty in the College of Medicine. In the penultimate year of his/her probationary period, a Faculty Member in the College of Medicine may request tenure (with or without promotion). A Faculty Member in the College of Medicine also may request tenure, with or without promotion, prior to his/her penultimate year, as per Article 7.5.17. Reviewers considering the Faculty Member's request for tenure may (1) recommend in favor of tenure, utilizing the Academic Unit's RPT Criteria for tenure, (2) recommend against tenure but in favor of reappointment for two (2) years with an extension of the probationary period, utilizing the Academic Unit's RPT Criteria for reappointment, or (3) recommend against both tenure and reappointment with an extension of the probationary period.

Alternatively, in the penultimate year of his/her probationary period (and no sooner), a Faculty Member within the College of Medicine may request reappointment with an extension of the tenure probationary period for a term of two (2) years (no more or less). In such case, the Academic Unit's RPT Criteria for reappointment shall apply.

In either of the two pathways above, if the Faculty Member is reappointed for a two-year term, then he/she may apply for tenure in either the antepenultimate or penultimate year of his/her extended probationary period.

7.5.11 Request for Terminal Year Review. A Faculty Member may, in extraordinary circumstances, request to undergo a reappointment or tenure review, as appropriate, during the terminal year of his/her current appointment term. A request for terminal year review must be jointly approved by the AAUP and the University Contract Administrator. To initiate a request for terminal year review, the Faculty Member shall contact the office of the AAUP to obtain a Request for Terminal Year Review form and shall file the form with the AAUP not later than July 15 of the penultimate year of the Faculty Member's current appointment term. This deadline may be waived by mutual agreement of the AAUP and the University Contract Administrator. The AAUP shall forward the Request for Terminal Year Review to the University Contract Administrator. By requesting a terminal year review, the Faculty Member also requests that the AAUP waive the notice provisions of Article 7.5.12 and 7.5.14 of the Collective Bargaining Agreement.

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

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

7.5.12.2 If the candidate is in the second year of service and the appointment ends in that academic year, the dossier is due no later than September 15 of that year (September 15 in the College of

Medicine); notice of the recommendation of the Provost is due to the candidate by December 15 of the second year (January 1 in the College of Medicine), or at least 6 months in advance of the appointment's end date if the appointment ends during the academic year.

7.5.12.3 If the candidate is in the second year of a three year appointment or the penultimate year when the Faculty Member has consecutive Faculty service of more than two years, the dossier is due no later than February 15 (March 1 in the College of Medicine) of the appointment's penultimate year; notice of the recommendation of the Provost is due to the candidate by August 14 of the penultimate year, or at least 12 months in advance of the appointment's end date.

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

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

REVIEW DEADLINES (EXCLUDING COLLEGE OF MEDICINE)

Latest Date of Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Decision of Provost or Recommendation of the Provost to the Board of Trustees
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REAPPOINTMENT

January 1 (7.5.12.1) (1 st year of initial 1-year appointment)	February 15	March 1
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September 15 (7.5.12.2) (2 nd year of initial 2-year appointment or second 1-year appointment)	November 15	December 15
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February 15 (7.5.12.3) (2 nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	April 15	August 14
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PROMOTION

October 15	March 1	Normally by June 15
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TENURE

October 15	March 1	Minimum of 12 months in advance of expiration of probationary period
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REVIEW DEADLINES FOR COLLEGE OF MEDICINE

Latest Date of Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Decision of Provost or Recommendation of the Provost to the Board of Trustees
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REAPPOINTMENT

December 1 (7.5.12.1) (1 st year of initial 1-year appointment)	February 15	March 15
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September 15 (7.5.12.2) (2 nd year of initial 2-year appointment or second 1-year appointment)	December 1	January 1
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March 1 (7.5.12.3) (2 nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	July 20	Minimum of 12 months in advance of the appointment's end date

PROMOTION

November 1	May 1	Normally by June 15
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TENURE

November 1	May 1	Minimum of 12 months in advance of expiration of probationary period
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7.5.15 Early Review Deadlines. Any Academic Unit, college, or library jurisdiction may establish an earlier date for submission of dossiers to the first level by written notice to the Faculty Members from the Academic Unit Head or Dean. This written notice must be given six (6) months in advance of the earlier deadline date. In the case of Faculty Members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

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

7.5.17 This Article shall not prevent Faculty Members from more rapid advancement toward promotion and/or tenure, as compared to the typical progress described in Article 6.

7.6 Levels of Review: Composition and Procedures

- 7.6.1** All RPT committees shall be standing committees.
- 7.6.2** Only full-time University Faculty Members, and those AAUP-represented Adjunct Faculty Members whose Academic Units' RPT Criteria permits, shall serve on the RPT committees. Every effort shall be made to ensure an odd number of committee members to avoid a tie. Deans, associate Deans, assistant Deans, assistants to the Dean, and Academic Unit Heads may not serve on RPT committees. The chairperson shall be selected by the committee from its members.
- 7.6.3** The quorum necessary for voting shall be two-thirds of the members of a RPT committee. Each member of a RPT committee shall have one vote. Voting shall be effected through a secret ballot. Unless approved in writing for good cause by the University Contract Administrator, abstentions are not permitted. Recommendations must be either in favor or against the requested RPT action. A tie vote counts as a negative recommendation. In such cases, the recommendation letter shall reflect opinions on both sides. Except to the extent that their recommendation letters include rationales for their decisions, all RPT committee deliberations otherwise must remain confidential among RPT committee members.
- 7.6.4 Academic Unit RPT Committee**
- 7.6.4.1 Composition.** If the committee membership has been supplemented with a Faculty Member or Members from outside the Academic Unit, as per the approved RPT Criteria, the chairperson must be a member of the Academic Unit. Faculty Members with joint appointments in more than one academic unit may serve only on the Academic Unit RPT Committee of their designated primary Academic Unit. Except for these requirements and those in Article 7.6.2 above, the Faculty of the Academic Unit shall decide by democratic means the Committee's

structure, size, and method of selection.

7.6.4.2 Committee Responsibilities. The Academic Unit RPT Committee shall submit a recommendation, including a numerical tally of votes (e.g., 3-2, 4-1, etc.) regarding reappointment, promotion, and/or tenure to the Academic Unit Head.

7.6.5 Academic Unit Head Responsibilities. The Academic Unit Head shall submit an independent recommendation regarding reappointment, promotion, and/or tenure to the College RPT Committee.

7.6.6 College RPT Committee

7.6.6.1 Composition. The College RPT Committee shall be composed of full-time Faculty of the college, with no more than two (2) from any single Academic Unit. Faculty Members with joint appointments in more than one college may only serve on the College RPT Committee of their designated primary Academic Unit. Except for these requirements and those in Article 7.6.2 above, colleges shall democratically determine the structure, size, and method of selection of the Committee.

7.6.6.2 In colleges without Academic Units, the College RPT Committee shall be composed of the Faculty of the college. Except for this requirement and those in Article 7.6.2 above, the College shall democratically determine its structure, size, and method of selection.

7.6.6.3 Committee Responsibilities. The College RPT Committee shall submit its recommendation, including a numerical tally of votes (e.g., 3-2, 4-1, etc.) regarding reappointment, promotion, and/or tenure, to the Dean.

7.6.7 Dean's Responsibilities. The Dean shall submit an independent written recommendation regarding reappointment, promotion, and/or tenure to the Provost. In

cases when the Dean is in agreement with the immediately preceding RPT Committee's recommendation, his/her recommendation may consist solely of a statement indicating such agreement.

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

7.6.9 Librarians' Reappointment, Promotion, and Tenure Committee

7.6.9.1 Composition. The Library Faculty shall have a RPT Committee composed of full-time Library Faculty in the Bargaining Unit from at least two (2) library jurisdictions. Except for this requirement and those in Article 7.6.2 above, the Library Faculty shall determine by democratic means the structure, size, and method of selection of the Committee.

7.6.9.2 Committee Responsibilities. The Committee shall make a recommendation about reappointment, promotion, or tenure based upon consideration of the candidate's dossier, the supervisor's recommendation, and other relevant documentation. It shall submit its recommendation, including a tally of votes (e.g., 3-2, 4-1, etc.) regarding reappointment, promotion, and/or tenure, to the Dean. When the Dean is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or tenure. The candidate's file shall contain the written evaluation prepared by the supervisor along with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the

file about the evaluation and the summary.

7.6.9.3 Dean's Responsibilities. The Dean shall submit an independent recommendation regarding reappointment, promotion, and/or tenure to the Provost. In cases when the Dean is in agreement with the RPT Committee's recommendation, his/her recommendation may consist solely of a statement indicating such agreement.

7.7 Procedures in Cases of Program Need or Budget Restraint

- 7.7.1** Reappointment or tenure may be denied because of program needs or budget restraints.
- 7.7.2** Budget restraint or program need in an Academic Unit may, of necessity, have an adverse impact on an individual Faculty Member; however, the determination of a budget restraint or program need shall be independent of the review of the Faculty Member's request for reappointment or tenure.
- 7.7.3** If the Dean determines that a budget restraint or program need exists for an Academic Unit or college, the Dean shall notify the Academic Unit, the Provost, and the AAUP. The Dean and Academic Unit Head shall then work with the Provost to ascertain if the budget restraint or program need can be resolved without adverse impact on an individual Faculty Member. If the Provost, Dean, or Academic Unit Head believe that the budget restraint or program need may not be resolvable without adverse impact on an individual Faculty Member, the Dean shall provide the Academic Unit with the following: (1) a declaration that it is believed that the situation cannot be resolved without adversely affecting one or more Faculty Members, (2) documentation of the budget restraint or program need, (3) the total resources available to the Academic Unit, and (4) that the faculty of the Academic Unit have thirty (30) days to provide feedback before a final determination is made. During the thirty (30) day period, the Dean shall consult with the Academic Unit and give full consideration to its suggestions for resolution, including any alternatives that would not adversely affect any Faculty Member. At the conclusion of the thirty (30) day

period, the Dean will write to the Academic Unit acknowledging receipt of all faculty communications and suggestions and, with approval of the Provost, provide his/her final determination.

- 7.7.4** If the budget restraint or program need can only be resolved by adversely affecting a Faculty Member, the Dean shall notify the Faculty Member so affected no later than twelve (12) months prior to the effective date of the non-reappointment. The notice shall state explicitly that the reasons for non-reappointment are based on program need or budget restraint. In lieu of all or some portion of the notice period, the University, at its discretion, may offer separation incentive benefits at any time to any or all Faculty Members affected by non-reappointment decisions resulting from budget restraint or program need. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Academic Unit Head, the Dean, and the University Contract Administrator.
- 7.7.5** To continue the progress achieved, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program need or budget restraint.
- 7.7.6** When a Faculty Member is denied reappointment or tenure for reasons of budget restraint or program need, that position may not be filled on a full-time basis for two (2) years, unless it is first offered to the individual denied reappointment or tenure. However, the position may be filled on a part-time basis without regard to the two-year limit (1) if the position is first offered to the individual denied reappointment or tenure, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Faculty Member denied reappointment or tenure. The Faculty Member denied reappointment or tenure shall be given thirty (30) days to accept the full-time or part-time position. If accepted, prior service credit shall be allowed toward any applicable probationary period.

7.8 RPT Grievance

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

- (a) Academic freedom violations are significantly connected with the decision; or
- (b) Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner, and had a substantive impact on the decision (the term “procedures” as used in this Section includes the requirements of Article 7, as they apply to the candidate); or
- (c) A negative recommendation by the Provost: (1) has followed positive recommendations by the Academic Unit RPT Committee, the Academic Unit Head, the college or library jurisdiction, and the Dean, and (2) is arbitrary and capricious.

The grievance must state which of these three grounds is being alleged and, for (a) and (b) above, the specific academic freedom or procedural violation(s) that constitutes the basis for the grievance.

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

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

7.8.2 Filing an RPT Grievance

7.8.2.1 An RPT grievance must be filed within ten (10) days after the receipt of the Provost’s negative recommendation.

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

7.8.3 RPT Grievance Process. See Article 8.3 through 8.8, except that in tenure cases Panel members from the Faculty Pool must be tenured.

7.8.4 Authority of the Grievance Panel. Except as provided below (7.8.5), in RPT cases in which the Grievance Panel finds procedural error, violation of academic freedom, or arbitrary or capricious decision by the Provost, it may only remand to the appropriate level of review. The Panel may not award reappointment, promotion or tenure.

7.8.5 Ad Hoc Committee Review

7.8.5.1 Solely in tenure cases involving alleged error(s) by the Provost, if after a review of the evidence the Grievance Panel has substantial reasons to believe that a remand of the dossier to the Provost will not result in a correction of the (1) academic freedom violation, (2) substantive procedural error, or (3) the arbitrary and capricious decision, it may direct that an Ad Hoc Committee be appointed to conduct a substantive dossier review. In such rare cases, the Grievance Panel must notify all parties in writing of its findings and of the substantial reasons for invoking the Ad Hoc Committee procedure.

7.8.5.2 The Grievance Committee Co-Coordinators shall have thirty (30) days to appoint the Ad Hoc Committee. The Ad Hoc Committee should be composed of no fewer than three (3) experts in the same general discipline as the grievant. The Co-Coordinators may, at their discretion, consult persons inside or outside the University as to known and respected experts in the Grievant's discipline. Members of the Ad Hoc Committee

may be from inside or outside the University, but may not be members of the Grievant's Academic Unit. The Grievant and Respondent may provide the Co-Coordinators with recommendations for experts for inclusion on the Ad Hoc Committee no later than ten (10) days after the Grievance Panel has notified the parties of its findings and invocation of the Ad Hoc Committee procedure. The Co-Coordinators shall consider the Grievant's and Respondent's recommendations but are not required to include all or any of the Grievant's and Respondent's recommended experts on the Ad Hoc Committee. The composition of the Ad Hoc Committee is not grievable.

- 7.8.5.3** The Co-Coordinators shall provide the Ad Hoc Committee with the Grievant's dossier as presented to the Provost, inclusive of the recommendations of the Academic Unit RPT Committee, the Academic Unit Head, the College RPT Committee, the Dean, and the Provost, and any responses of the Grievant thereto, as well as the decision of the Grievance Panel. The Ad Hoc Committee shall not be provided with any other materials relative to the grievance process, including those submitted under Article 7.8, Article 8.4 and Article 8.6.
- 7.8.5.4** The Ad Hoc Committee may meet by telephone, teleconference, or videoconference. The AAUP and the Administration shall share equally in the reasonable costs for such meetings.
- 7.8.5.5** The Ad Hoc Committee shall review the Grievant's dossier and shall follow the RPT Criteria, the guidelines of the Grievant's Academic Unit, and this Agreement. The Ad Hoc Committee's final recommendation shall be by majority vote.
- 7.8.5.6** The Ad Hoc Committee, within forty-five (45) days of its formal appointment, shall recommend to the President whether the Grievant should be

awarded tenure. The President shall make a written decision regarding tenure within twenty-one (21) days of receipt of the Ad Hoc Committee's recommendation. The decision of the President is final.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.1 Grievances.** Whenever possible, disputes should be resolved informally at the lowest level. All Faculty Members and administrators are encouraged to engage in free and open communication to resolve differences.
- 8.1.1 Definition.** A "grievance" is a complaint or allegation by a Faculty Member(s), or by the AAUP, of a violation, misinterpretation or improper application of the provisions of this Agreement.
- 8.1.2** The time limits in this Article are maxima unless extended by written agreement by the AAUP and the University.

8.2 Filing a Grievance

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

8.2.2 Step 1: Informal Resolution

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

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

The University Contract Administrator shall have fourteen

(14) days after the filing of the grievance to resolve the grievance informally. During this period, the Faculty Member must make himself/herself reasonably available for the attempted resolution. Failure to do so shall result in forfeiture of the grievance. The University Contract Administrator may request an extension of this deadline from the AAUP.

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

8.2.3 Decision on Proceeding to Mediation. For grievances brought under this article, if no resolution has been achieved through the Step 1 (Informal Resolution) process, the grievant may withdraw the complaint or request Mediation (Step 2). For grievances related to Article 9 disciplinary matters, if the Faculty Member wishes to challenge the proposed discipline, mediation must first be requested or waived.

Except for cases of discipline involving a proposal of suspension or dismissal, if the grievant has requested mediation (Step 2), and both the AAUP and the University Contract Administrator agree that mediation would be useful, then the process will continue as described in Article 8.2.5. If either party regards mediation as not useful, they shall inform the grievant within seven (7) days of the request for mediation that mediation has been waived and the grievant may then request a Panel Hearing (Step 3) (see 8.2.6). In cases of discipline involving a proposal of suspension or dismissal, only the Faculty Member can waive mediation.

8.2.4 Request for Rejection of Grievance. Within seven (7) days' receipt of a Request for Mediation or within seven (7) days of the receipt of a Request for a Panel Hearing, in all cases except those involving a proposal of discipline of suspension or dismissal, the University Contract Administrator may petition the Grievance Committee to reject the grievance where s/he believes

the grievance:

- (a) is not based on an issue that arises under the provisions of the Agreement; or
- (b) is not possible to remedy without violating the Agreement; or
- (c) does not adequately describe the grievance; or
- (d) is clearly insufficient or insupportable on its face.

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

Upon receipt of the University Contract Administrator's petition, the Grievance Committee Co-Coordinator and one (1) Academic Unit Head, chosen jointly by the Co-Coordinator from the Academic Unit Head pool, shall constitute a committee to decide whether or not to reject the grievance. The committee shall issue a decision within seven (7) days of receiving the Faculty Member's response, or within fourteen (14) days' receipt of the University Contract Administrator's petition if the Faculty Member did not submit a response. The three-person committee's decision is by majority vote; its decision cannot be appealed (except as described in Article 32 and only by the AAUP). If the decision is to reject the grievance, the committee must state the grounds for rejection in its decision.

8.2.5 Step 2: Mediation

8.2.5.1 Filing Deadlines. The Faculty Member (Grievant) must request mediation with the AAUP within seven (7) days after receiving notification from the University Contract Administrator that the informal attempt at resolution was unsuccessful.

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

8.2.5.3 Selection of Mediator. A mediator shall be jointly selected from Federal Mediation and Conciliation Services, unless otherwise agreed upon by the AAUP and the University Contract Administrator. Selection of a mediator is to be made within seven (7) days of the University Contract Administrator's receipt of the Request for Mediation form. The parties may receive input from others, but the selection of a mediator is to be made only by AAUP and the University Contract Administrator.

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

8.2.5.5 Conduct of Mediation. The mediator shall have thirty (30) days after his/her appointment to resolve the grievance. During that period, the mediator shall have access to persons and information appropriate to speedy resolution.

If resolution occurs, the parties shall sign an agreement identifying the remedy. The mediator shall establish a process for mediation.

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

8.2.5.6 Mediation Responsibility. The Grievant and the Respondent shall be available to meet at the mediator's request during the thirty (30) day mediation period. If during the thirty (30) day

period a Grievant is not available to meet for the time deemed necessary by the mediator to reach resolution, the Grievant forfeits the right to pursue the grievance, unless the Parties agree to extend the thirty (30) day deadline.

If mediation cannot be completed within thirty (30) days, the mediator may request an extension from the AAUP and the University Contract Administrator. If the mediator determines that mediation has failed, or if a request for extension is not granted, the mediator shall declare the mediation closed by notice to the AAUP, the University Contract Administrator, and the Grievant.

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

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

After being notified by the mediator that mediation has failed, or, after notification that the Parties waived Step 2 Mediation, the Grievant has seven (7) days in which to file a request for a Grievance Panel hearing. To file the request, the Grievant must contact the office of the AAUP to obtain and to file the grievance form. Upon completion, the grievance form will be distributed by the AAUP to the Grievance Committee Co-Coordinator, and the University Contract Administrator.

8.3 Grievance Committee. Panels of the Grievance Committee shall hear all grievances under this contract. There shall be no coercion

of or retaliation against any person serving as a member of a Grievance Panel.

The Grievance Panels shall be drawn from three pools: fourteen (14) elected Faculty Member; fourteen (14) administrators chosen by the University Provost; and ten (10) Academic Unit Heads chosen as described below.

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

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

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

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

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

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

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

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

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

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

8.3.1.2 Members of the faculty pool shall be selected by secret ballot of the Faculty Members by an

election on days designated by the Faculty Senate Chairperson as soon as practicable after the Spring semester meeting of the University Faculty.

8.3.1.3 The term of office of members of the faculty pool shall be two (2) years, commencing August 15. Any interim vacancies shall be filled by appointment by the Faculty Senate Chairperson until replaced the following August 15 through the regularly scheduled elections. After two (2) consecutive terms on the faculty pool, a member may not serve another term until after an interval of two (2) years.

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

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

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

8.3.3 Academic Unit Head Pool. All Academic Unit Heads who are members of the AAUP bargaining unit are eligible for

designation to the Academic Unit Head pool. By April 15 of each year, the AAUP and the Provost or his/her designee shall each form a list of ten (10) Academic Unit Heads, from which lists names shall be alternately struck by the AAUP and the Administration until a final list of ten (10) Academic Unit Heads shall remain. These remaining ten (10) Academic Unit Heads shall form the members of the Academic Unit Head pool. The term of office of members of the Academic Unit Head pool shall be two (2) years, commencing on August 15. Members of the Academic Unit Head pool may succeed themselves.

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

8.4.1 Grievant's Position Statement. Within twenty-one (21) days after filing the Grievance Panel hearing request form, the Grievant must submit the position statement to the Respondent, to all other parties listed on the Grievance form, and to the Grievance Committee Co-Coordinators. This statement should: incorporate the information contained on the Grievance form; outline the precise grounds for the grievance; summarize the issues, the supporting facts, and the relief requested; and include relevant documents or other supporting materials. It should also include a list of individuals who have knowledge of the grievance and identify with specificity the facts and/or incidents about which they could testify if called to do so.

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

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

8.4.2 Respondent's Position Statement. Within twenty-one (21) days of receipt of the Grievant's position statement, the Respondent(s) must submit a position statement to the Grievant, to all other parties listed on the Grievance Panel hearing request form, and to the Grievance Committee Co- Coordinators. The statement should include relevant documents and other supporting materials. It should also include a list of individuals who have knowledge of the grievance and identify with specificity the facts and/or incidents about which they could testify if called to do so.

In cases arising under Article 7 or Article 8, if the Respondent, or his/her designee, fails to submit a Position Statement by the deadline, the Co- Coordinators shall forward the Grievant's Position Statement and accompanying documents to the Panel for its consideration and decision.

In cases arising under Article 9, if the Respondent, or his/her designee, fails to submit a Position Statement by the deadline, the proposed discipline shall be withdrawn, the Article 9 proceedings closed, and no record of the Article 9 investigation or proceedings shall appear in the Grievant's personnel file.

8.4.3 Rebuttals. No later than seven (7) days after receipt of the Respondent's position statement, the Grievant may submit additional materials and documentation responding to specific issues in the Respondent's position statement. The Respondent(s) may submit rebuttal materials within seven (7) days thereafter. No further submissions will be permitted by the Panel unless extraordinary circumstances exist.

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

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

8.5 Grievance Panel Procedure

8.5.1 Selection of Panel Members

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

8.5.1.2 No Committee member may serve on a Panel unless s/he has completed a training workshop. Training workshops will be conducted jointly by the AAUP and the Provost's Office and offered not less than once per academic year.

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

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

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

8.5.1.3 Once a Panel has been selected, Panel members shall not discuss any aspect of the case with persons

outside the process, except for communications related to logistics and coordination of schedules. Discussion, arguments, or other substantive communications between any Panel Member and the Grievant, Respondent, or their assistants or representatives is forbidden.

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

8.5.1.5 The Grievant and Respondent shall be notified by the Co- Coordinators within 3 days of the naming of a Panel of the persons chosen to serve. If either the Grievant or Respondent believes that one or more Panel members have a conflict of interest, a strong predisposition with respect to the subject matter, or some other reason potentially preventing them from serving on the Panel, an objection must be submitted to the Co- Coordinators within 3 days' notice of the Panel's composition. The Co- Coordinators have sole discretion as to the validity of the objection and the need to replace a Panel member.

8.5.2 Summary Decisions. After receiving the position statements, the Grievance Panel may, by simple majority vote, decide to issue a summary decision on some or all of the charges in a grievance without convening a hearing, except that summary decisions may not be rendered for any grievance involving a proposal of discipline of suspension or dismissal. The determination whether to issue a summary decision must be made by the Panel within fourteen (14) days after receiving the last document permitted to be filed

under Article 8.4, and must be communicated to the Parties within that time.

- 8.5.3** In all non-disciplinary grievances, the burden of proof rests with the Grievant and the standard shall be preponderance of the evidence. In disciplinary grievances, the burden of proof rests with the Administration. For discipline involving dismissal, this burden will be satisfied only by clear and convincing evidence in the record considered as a whole. For lesser proposed discipline, the standard shall be preponderance of the evidence.
- 8.5.4** All five (5) members of the Grievance Panel must participate for a grievance hearing to be held. No proxy voting is permitted. If one or more Panel members cannot participate in person, either the Grievant or the Respondent may demand that the hearing be rescheduled.
- 8.5.5** Except as provided for in Articles 8.2.4, 8.4.1, 8.4.2, and 8.5.2, the Grievance Panel shall hold a hearing on each grievance properly filed.
- 8.5.6** The scheduling of all aspects of the grievance process, including the hearing date, is at the discretion of the Co-Coordinators. The Co-Coordinators will make a good faith effort to accommodate the schedules of the Grievant, Respondent, and their respective representatives, but the final scheduling decisions rest solely with the Co-Coordinators. In all cases, the Grievance Panel Chair shall notify the Grievant, the Respondent, the AAUP, and the University Contract Administrator of the date of a grievance hearing as soon as practicable after the setting of that date. The hearing is to proceed on the date set by the Co-Coordinators. Requests for postponement will be considered by the Co-Coordinators only under extraordinary circumstances.
- 8.5.7** The Panel, working with the Co-Coordinators, shall ensure that the hearing is recorded, and that a copy of the recording is provided to the Grievant, the Respondent, the University Contract Administrator, and the AAUP.
- 8.5.8** The Grievant and Respondent, or his/her designee, are

expected to be present at the hearing on the date established by the Co-Coordinator, and are entitled to assistance or representation. In their or their representative's absence, however, a Grievance Panel may, at its discretion, proceed with the hearing as scheduled. The hearing is not considered a court of law, and formal rules of evidence do not apply.

- 8.5.9** In the event that a Grievance names as a Respondent one or more administrators or Academic Unit Heads, and if the Panel names those people as witnesses, the University Contract Administrator will make them available at the hearing on reasonable notice to respond to questions posed by the Grievance Panel.
- 8.5.10** Grievant(s) and Respondent(s) are each entitled to make a single 10-minute oral presentation at the start of the hearing, and a 5-minute oral presentation at the close of the hearing. In all cases, the party bearing the burden of proof shall proceed first with its presentation. The parties shall confine their presentations to facts relevant to the charges.
- 8.5.11** The Panel may question the Grievant(s) and Respondent(s) at the close of the oral presentations. The Panel may also request the presence of and question other persons at its discretion. The Panel first shall question the Grievant, if the Panel has decided to call the Grievant as a witness, and then those witnesses suggested by the Grievant whom the Panel has decided to call. The Panel shall then question the Respondent, if the Panel has decided to call the Respondent as a witness, and then those witnesses suggested by the Respondent whom the Panel has decided to call. The Panel may then question any additional witnesses whom the Panel has decided to call. The order of questioning the parties and their suggested witnesses shall be reversed in cases involving a proposal of discipline.

Where a non-party witness is unable to attend the hearing, written statements from the absentee witness may be substituted in lieu of her/his appearance. Such statements should be provided to the parties and the Panel as soon as possible after learning of the witness's unavailability for the

hearing.

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

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

8.5.12 After the Panel has concluded its questioning of each witness, the Grievant and Respondent or their representatives may question the witness. The party with the burden of proof will go first.

8.6 Rebuttal Statements. Within fourteen (14) days after receipt of a copy of the recorded hearing, the Grievant and/or the Respondent may submit a rebuttal statement. The rebuttal statement shall not include evidence that was not already presented in, or prior to, the grievance hearing, except that new documentation can be included if it directly contradicts oral testimony given at the hearing. The rebuttal statement must not exceed five (5) pages. No further submissions are permitted by the Panel unless extraordinary circumstances exist.

8.7 Deciding Grievances

8.7.1 Timeline. The Panel shall conduct a grievance hearing no later than thirty (30) days after receiving the initial position statements from both the Grievant and Respondent, and shall transmit its written decision to the Grievant, Respondent, AAUP, and the University Contract Administrator no later than twenty-one (21) days after the filing of rebuttal statements or, if rebuttal statements are waived, no later than twenty-one (21) days after the hearing. The timeline may be extended by agreement of the Parties.

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

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

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

8.7.3.2 Records of Panel Decisions on Proposals of Discipline. In cases involving a proposal of discipline, if the Panel finds that no discipline is warranted, no records of the grievance proceedings (including the Panel's decision) shall be placed in the Faculty Member's personnel file. If the Panel upholds the proposal of discipline, the notice of investigation, notice of suspension or administrative leave (if any), preliminary findings documentation and exhibits, response to preliminary findings (if in written format), the original proposal letter, requests for mediation and grievance panel, the Panel's decision and the final resolution of the matter shall be placed in the Faculty Member's personnel file. If the Panel's decision requires a revision, the revision shall also be included in the Personnel file. No records of the grievance proceedings other than those noted

in this paragraph shall be included in a Faculty Member's personnel file; however, the University may maintain all other related records in case files that are not personnel files.

- 8.8 Remedies for Contract Violations.** In grievance cases other than those based on Article 7 (reappointment, promotion, and tenure) or Article 9 (discipline and dismissal), when the Panel decides in favor of the Grievant, the Panel is to direct the Administration to make a remedy. That remedy must be appropriate and commensurate, and the Panel may suggest, but not require, a specific remedy. Within seven (7) days after issuance of the Panel's decision, the Administration shall provide the Panel members, Co-Coordiators, the Grievant, and the AAUP with a report outlining the remedy to be implemented, including a proposed timeline for implementation. Within seven (7) days of issuance of the report, the Co-Coordiators and the chair of the Panel will determine whether the remedy is appropriate and commensurate; if deemed to be, the remedy shall be implemented. If it is not, the Administration shall revise the remedy using the timelines set forth in this section until it is deemed appropriate and commensurate by the Co-Coordiators and the chair of the Panel. The determination that a remedy is appropriate and commensurate is not grievable.
- 8.9 Maintenance of Records.** The chair of each Panel shall compile and submit for safe-keeping to the University Contract Administrator a case file that shall include copies of all correspondence, the tape and/or transcript of the hearing, the Panel's written decision, and the findings of any ad hoc committee.
- 8.10 Committee Support.** To support its activities, the Grievance Committee shall receive a budget of \$1,500.00 per academic year. The cost shall be borne equally by the AAUP and the University. Funds remaining in the Grievance Committee budget at the end of each academic year shall not accrue to the following year.

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

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

ARTICLE 9

DISCIPLINARY PROCEDURES

9.1 Discipline Standards and Investigation Procedures

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

Any disciplinary action shall be predicated upon a violation of this Agreement or of the University's rules, policies or standards of professional conduct including consistent failure to fulfill responsibilities in the Academic Unit. It is understood by the Parties that where State or Federal law requires procedures different from the provisions of this Article on matters related to employee discipline, the State or Federal law applies.

9.1.1 Initiation of Article 9 Investigation. Only academic administrators at the level of Dean (or his/her Associate or Senior Associate Dean, if so delegated), other Appropriate Administrator, or above (the "Initiating Administrator") can initiate Article 9 disciplinary proceedings. However, anyone, including the Academic Unit Head or a Faculty Member, may provide information relevant to deciding whether an Article 9 investigation should begin.

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

However, a proceeding under this Article may be commenced for any violation of the Contract regardless of any prior or concurrent action taken under the Student Grievance Procedure concerning the same or similar issues.

- 9.1.3 Rights of the AAUP and Administration.** The AAUP and the Administration each have the right to have a representative present at all Article 9 proceedings. The Faculty Member may, in writing, request that the AAUP waive its right to be present at any meeting related to Article 9 proceedings, except Grievance Panel hearings.

For purposes of this subsection, “Article 9 proceedings” include any meeting relative to the Article 9 process where the Faculty Member is present, including any related investigatory meetings or proceedings conducted by offices other than the University Contract Administrator’s (as permitted under Article 9.1.6.1).

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

- 9.1.5 Investigation.** When the University has reason to believe an incident has occurred that might constitute grounds for discipline, the Initiating Administrator shall notify the Faculty Member involved by letter, with a copy to the AAUP, that a

formal investigation has begun. The letter must explain the subject of the investigation, the right to consult with a representative of the AAUP, and the right to request the presence of a representative of the AAUP at any meeting with the Faculty Member.

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

9.1.6 Investigation

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

9.1.6.2 Meeting to Review Specific Charges. Upon completion of the initial stage of the investigation, the Faculty Member and the AAUP must be provided with a written statement that includes the nature of the complaints and the names of the complainants (with the exception of current UC students whose names may be withheld until a proposal of discipline is made, if any), and the specific charges. This statement must be provided to the Faculty Member not later than two (2) days prior to a meeting between the Initiating Administrator, the University Contract Administrator, the Faculty Member, and a representative of the AAUP (unless waived per Article 9.1.3). This meeting should take place within seven (7) days of receipt of the statement and all parties should make their attendance a priority.

The Faculty Member may request a delay to this meeting, not to exceed seven (7) days, if s/he needs the additional time to prepare an adequate

response to the specific charges. At this meeting, the Faculty Member shall have the opportunity to review the specific charges with the University Contract Administrator and the Initiating Administrator, and respond to the specific charges. This meeting may also provide the opportunity to resolve the complaints by mutual agreement.

9.1.6.3 Conclusion of the Investigation. The Initiating Administrator shall take into account the Faculty Member's responses and, if no resolution can be reached at the above-noted meeting, must close the investigation without action, or propose discipline, within forty-five (45) days after the notice letter required in Article 9.1.5 was sent, unless an extension is agreed to by the AAUP.

9.1.7 Authority. The Initiating Administrator shall have the authority:

9.1.7.1 to dismiss the charge;

9.1.7.2 to propose a written warning to the Faculty Member;

9.1.7.3 to propose a letter of reprimand to the Faculty Member;

9.1.7.4 with the Dean's consent, if applicable, to propose suspension without pay for a specified period of time, provided that in no circumstance shall the suspension without pay exceed one academic semester, defined as starting the first day of class and ending the day final grades are due that same semester, inclusive of those two days and official University holidays. The continuation of benefits while on suspension without pay is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Division; or

9.1.7.5 with the Dean's consent, if applicable, to propose dismissal of the Faculty Member for cause.

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

9.1.8 Deferral to Grievance Panel Hearing. No University official may impose any disciplinary action before the Faculty Member's right to a Grievance Panel hearing has expired or been waived. However, where appropriate, a Faculty Member may be placed on administrative leave with pay and benefits pending the outcome of the Article 9 and grievance procedures.

A proposal of dismissal shall have the effect of holding in abeyance any decisions related to requests for academic leave under Article 25 or requests for reappointment, promotion, and/or tenure under Article 7 during the grievance process up to and including a final arbitration decision. If the proposal of dismissal is ultimately upheld under this Agreement, such personnel decisions will be deemed null and void.

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

- (a) serious professional misconduct including, but not limited to, serious violations of this collective bargaining agreement;
- (b) misrepresentation of qualifications or credentials pertaining to employment at the University of Cincinnati;
- (c) plagiarism or other serious dishonesty related to teaching, scholarship, or professional service;

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

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

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

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

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

9.4 Mediation Request and Procedure. See Articles 8.2.3 and 8.2.5.

9.5 Grievance Filing and Procedure for Proposed Disciplines Less than Suspension. See Article 8.2.6-8.8.

9.6 Grievance Filing and Procedure for a Proposed Suspension or Dismissal.

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

9.6.2 Filing Procedure. The Faculty Member must file the request for a Grievance Panel hearing with the office of the AAUP.

Upon completion, the AAUP shall distribute the completed request form to the Grievance Committee Co-Coordinators and the University Contract Administrator.

9.6.3 Pre-Hearing Statements

9.6.3.1 Administration's Pre-Hearing Statement.

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

9.6.3.2 Faculty Member's Pre-Hearing Statement.

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

9.6.3.3 Rebuttals. No later than seven (7) days after receipt of the Grievant's pre-hearing statement, the Respondent may submit additional materials and documentation responding to specific issues in the Grievant's pre-hearing statement. The Grievant may submit rebuttal materials within seven (7) days thereafter. No further submissions are permitted unless extraordinary circumstances exist.

9.6.4 Composition of Panel and Conduct of Hearing

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

- 9.6.4.1** At a full hearing before a Grievance Panel the charges shall be presented by a representative of the Administration, who may be an attorney. The Faculty Member may also have a representative, who may be an attorney. The hearing, however, is not considered a court of law, and formal rules of evidence do not apply.
- 9.6.4.2** The burden of proof that adequate cause exists rests with the University and will be satisfied in dismissal cases only by clear and convincing evidence in the record considered as a whole. For lesser proposed discipline, the standard shall be preponderance of the evidence.
- 9.6.4.3** The Grievance Panel shall consist of five (5) members of the Grievance Committee selected as described in Article 8.5.1. In cases involving dismissal, all persons serving on the Grievance Panel must hold faculty titles.
- 9.6.4.4** Other than the parties or their representatives, there shall be a separation of witnesses so that only one witness at a time may be present in the hearing room.
- 9.6.4.5** The Administration and/or its representative and the Faculty Member and/or his/her representative may make opening statements.
- 9.6.4.6** The Administration shall proceed first. After each Administration witness testifies, the Faculty Member and/or his/her representative may question the witness. The Administration and the Faculty Member and/or their representatives may subsequently alternate with follow-up questions.

- 9.6.4.7** Upon completion of the Administration's presentation, the Faculty Member may proceed. After each Faculty Member's witness testifies, the Administration and/or its representative may question the witness. The Faculty Member and/or his/her representative and the Administration may subsequently alternate with follow-up questions.
- 9.6.4.8** Participants shall confine their presentations to facts relevant to the charges. The Panel chairperson is authorized to determine whether a particular fact is relevant to the charges.
- 9.6.4.9** The Administration and the Faculty Member may present only that rebuttal evidence which has direct bearing on previously submitted evidence.
- 9.6.4.10** The Administration and/or its representative and the Faculty Member and/or his/her representative may make closing statements.
- 9.6.4.11** The Grievance Panel may use its discretion in setting procedures for conduct of the hearing, such as reasonable limits on the time available to both the Faculty Member and the Administration for questioning witnesses, provided that both the Faculty Member and the Administration are treated equitably and that the rights of both are protected.
- 9.6.4.12 Post-Hearing Rebuttal Statements.** Within seven (7) days after receipt of a copy of the recorded hearing, the Grievant and/or the Respondent may submit a rebuttal statement. The rebuttal statement shall not include evidence that was not already presented in, or prior to, the grievance hearing, except that new documentation can be included if it directly contradicts oral testimony given at the hearing. The rebuttal statement must not exceed five (5) pages. No further submissions are permitted unless extraordinary circumstances exist.

9.6.4.13 Within fourteen (14) days after receipt of the rebuttal statements (or within fourteen (14) days of the hearing, if the parties indicate they are not filing post-hearing rebuttals), the Panel Chair shall deliver the Panel's written decision and a copy of the record of the hearing to the University Contract Administrator, the Faculty Member, and the AAUP.

9.7 Severity of a Proposed Discipline. See Article 8.7.3.1.

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

The decision of the Grievance Panel in a dismissal action shall be final and binding unless the Administration, the AAUP or (if the AAUP declines to appeal to arbitration), the Faculty Member requests arbitration pursuant to Article 32 within seven (7) days after receiving notice of the Grievance Panel decision.

If the Grievance Panel upholds the proposal of dismissal and the Faculty Member does not request arbitration, the Faculty Member shall be dismissed from University employment no sooner than seven (7) days after the date of the Panel's decision.

If the Grievance Panel upholds the proposal of dismissal and the Faculty Member requests arbitration, the s(he) shall remain an employee of the University pending the outcome of arbitration but s/he shall be suspended without pay and without benefits, effective seven (7) days after the Grievance Panel announces its decision.

If the Grievance Panel rejects the proposal of dismissal and the Administration requests arbitration, the Faculty Member shall remain an employee of the University pending the outcome of the arbitration but she/he shall be placed on an administrative leave with pay and benefits effective immediately after the request for arbitration has been filed, pending the outcome of the arbitration.

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

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

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

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

ARTICLE 10 **COMPENSATION**

10.1 Across the Board Increases

10.1.1 2019-2020 Academic Year. Effective September 1, 2019, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2019, shall have his or her base salary increased by an amount of one and one-quarter percent (1.25%) of his/her base salary as of June 30, 2019.

10.1.2 2020-2021 Academic Year. Effective September 1, 2020, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2020, shall have his or her base salary increased by an amount of one and one-quarter percent (1.25%) of his/her June 30, 2020 base salary.

10.1.3 2021-2022 Academic Year. Effective September 1, 2021, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2021, shall have his or her base salary increased by an amount of one and one-half percent (1.50%) of his/her June 30, 2021 base salary.

10.2 Benchmark Increase

10.2.1 2019-2020 Academic Year. Effective September 1, 2019, each member of the Bargaining Unit, who was a member of the Bargaining Unit on June 30, 2019, shall have his/her annual base salary increased by \$1,215. This represents

an increase equivalent to approximately one and one-quarter percent (1.25%) of the average salary.

10.2.2 2020-2021 Academic Year. Effective September 1, 2020, each member of the Bargaining Unit, who was a member of the Bargaining Unit on June 30, 2020, shall have his/her annual base salary increased by \$1,497. This represents an increase equivalent to approximately one and one-half percent (1.50%) of the average salary.

10.2.3 2021-2022 Academic Year. Effective September 1, 2021, each member of the Bargaining Unit, who was a member of the Bargaining Unit on June 30, 2021, shall have his/her annual base salary increased by \$1,538. This represents an increase equivalent to approximately one and one-half percent (1.50%) of the average salary.

10.3 Regional Campus Salary Increases

10.3.1 Effective September 1, 2019, each Faculty Member at the regional campuses (UC-Blue Ash College and Clermont College) who was a member of the Bargaining Unit on June 30, 2019, shall have his or her base salary increased by an amount of one-half of one percent (.50%) of his/her base salary as of June 30, 2019.

10.3.2 Effective September 1, 2020, each Faculty Member at the regional campuses (UC-Blue Ash College and Clermont College) who was a member of the Bargaining Unit on June 30, 2020, shall have his or her base salary increased by an amount of one-quarter of one percent (.25%) of his/her base salary as of June 30, 2020.

10.3.3 Effective September 1, 2021, each Faculty Member at the regional campuses (UC-Blue Ash College and Clermont College) who was a member of the Bargaining Unit on June 30, 2021, shall have his or her base salary increased by an amount of zero percent (0.00%) of his/her base salary as of June 30, 2021.

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

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

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

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

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

If an initial appointment letter to a faculty title and an administrative position does not specify a faculty base salary, and if the appointee

subsequently leaves the administrative position and becomes a member of the Bargaining Unit, his/her base salary shall not exceed the highest base salary among all other Faculty Members of the same rank in the Academic Unit to which s/he will belong.

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

10.7 Compensation for Secondary Semester Teaching

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

10.7.2 Secondary Semester Teaching Rate. Additional compensation for Secondary-Semester teaching shall be based on semester credit hours taught and shall be calculated on the Faculty Member's annual base salary as of the first day of classes of the Secondary Semester. Compensation shall not be less than 3.75% per credit hour except as may be modified by Articles 10.7.3 and 10.7.4 below.

10.7.3 Studio and Laboratory Course Rate. In studio courses (courses consisting of a combination of classroom instruction and required practical experiences in which the faculty fully participate) in the College of DAAP, each credit hour requiring forty-two (42) contact hours or more will be compensated at the rate of 7.5% per credit hour.

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

each credit hour requiring forty-two (42) or more contact hours will be compensated at the rate of 7.5% per credit hour.

10.7.4 Notice and Calculation of Pro-Ration. If five (5) days before the first day of the Secondary Semester a course's projected revenue to the College does not equal or exceed the projected compensation (including labor overhead) to the assigned Faculty Member, the compensation for Secondary-Semester teaching may be reduced. In such cases, the Faculty Member shall be notified in writing by the dean or designee, no later than three (3) days prior to the start of the Secondary Semester, of the course enrollment as of that date and the fact that the compensation may be pro-rated and shall be based on enrollment as of the day after the last day for tuition refunds in that term (or partial term if the Faculty Member is teaching a partial term). The proration shall be based on a comparison of revenue generated by enrollments in a particular course section with the expenses associated with a particular Faculty Member's teaching of that section.

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

Expenses shall be calculated as the sum of three factors:

- a) Faculty Member's annual base salary multiplied by the applicable rate per credit hour as prescribed by this Article multiplied by the number of credit hours taught; and
- b) The dollar amount calculated in (a) above multiplied by an administrative overhead rate of 35%; and
- c) The dollar amount calculated in (a) above multiplied by the fringe benefits rate in effect at that time.

If the Faculty Member declines to teach the course at a rate that may be pro-rated, the dean or designee may: (1) cancel the course section; (2) combine the course section with

another section of the same course; or (3) reassign the course to another instructor.

10.7.5 Should the Dean or his/her designee fail to exercise the options, including possible pro-ration, described in Article 10.7.4 above by three (3) days before the start of the Faculty Member's Secondary Semester, the Faculty Member shall be compensated at the full rate prescribed in Article 10.7.2 above.

10.7.6 Secondary Semester Teaching Rate, Cooperative Education Programs. A Faculty Member whose primary appointment is in a program that requires its students to participate in professional practice (also known as cooperative education) and that delivers core curriculum in all semesters of the year may be required to teach in his/her Secondary Semester once per biennium. When such a Faculty Member is required to teach in a Secondary Semester, he or she shall receive additional compensation for that teaching at a rate of 4.25% per credit hour, except as may be modified by Article 10.7.3 above. When teaching during Secondary Semester is required, the Faculty Member must be notified in writing of that requirement no later than the first day of the semester immediately preceding that Secondary Semester. A Faculty Member in such a program who voluntarily teaches during a Secondary Semester without having been required to do so shall be compensated and shall be subject to the provisions as described in Articles 10.7.2, 10.7.3, and 10.7.4 above.

10.7.7 Secondary Semester Teaching Rate, Division of Experience-Based Learning and Career Education. A Faculty Member whose primary appointment is in the Division of Experience-Based Learning and Career Education may be required to work during his/her Secondary Semester for additional compensation at the rate of 19% of his/her Academic Base Salary for seven weeks' full time work. In such cases, the Faculty Member must be notified in writing of that requirement not later than the first day of the semester immediately preceding that Secondary Semester.

10.8 Compensation Structure for College of Medicine Tenure-Track Faculty

10.8.1 For newly hired tenure-track Faculty Members in the College of Medicine total salary may be comprised of a base salary and a variable salary component. Current tenured or tenure-track Faculty Members in the College of Medicine may voluntarily opt-in to this structure with the approval of the Unit Head and the Dean. For faculty opting in, the initial total salary (base plus variable) will be no less than their base salary at the time of opting in. Amounts of base and variable salary will be clearly indicated in the Faculty Member's letter of appointment along with the requirements of Article 6.3.2; the appointment letter will also reference Article 10.8. Both base salary and variable salary components will be subject to all percentage increases outlined in this Article, but any increases specified in dollar amounts shall apply only to base salary.

10.8.2 Base Salary. Base salary is the guaranteed component of total salary. Base salary will always be above the minimum salary for the rank as specified in Article 12.

10.8.3 Variable Salary. Variable salary is associated with the extent of research effort of the Faculty Member and is not fully guaranteed. Variable salary cannot be reduced during the tenure probationary period.

10.8.3.1 Increases to Variable Salary. Variable salary may be increased by the Administration to reward an individual Faculty Member for outstanding research contributions, for retention efforts, or for the correction of any market inequity. When such individual adjustments are made, the Administration shall inform the AAUP and shall state the reasons with the specific documentation leading to the adjustment. Adjustments made under this Article shall come from the budget of the College of Medicine.

10.8.3.2 Decreases to Variable Salary Due to Loss of Extramural Research Support. After two or more consecutive years in which the Faculty Member's extramural salary support is equal to or less than 20% of total salary (base salary plus variable salary), the Academic Unit Head may reduce the variable salary by an amount up to 10% of

total salary per year. Decreases to variable salary, as indicated above, are not subject to appeal or grievance.

Any Faculty Member subjected to a decrease in variable salary who obtains new extramural salary support greater than 20% of their total salary will have their variable salary increased by an amount no less than that which would bring their extramural salary support to 21% of total salary, and no more than their original amount of variable salary. In these instances, restoration of variable salary shall be entirely dependent upon new extramural research funding acquired by the Faculty Member and therefore may result in multiple adjustments to variable salary if multiple new extramural funding awards are obtained.

10.8.3.3. Loss of Variable Salary Due to Change in Workload. If a Faculty Member agrees to a change in their workload such that the Faculty Member will no longer engage in extramurally-supported research, the Faculty Member will lose their variable salary.

10.8.4 For the Faculty Members referenced in Article 10.8.1 above, references to “base salary” in other articles of this Agreement shall mean base and variable salary, and calculations dependent on “base salary” shall be dependent upon base and variable salary.

ARTICLE 11 **TUITION REMISSION**

11.1 Tuition Remission for Faculty Members

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

11.1.2 Part-time Faculty Members are eligible for tuition remission at the undergraduate or graduate/professional level for a

maximum of three (3) credit hours per semester which may be taken for regular or audited credit hours.

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

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

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

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

11.2.1 For the purposes of this paragraph, "unmarried dependents" shall be defined as follows: naturally-born sons and daughters, stepsons or stepdaughters of the employee, and individuals for whom the employee has been appointed the legal guardian pursuant to court action or by the terms of a valid will, who receive primary financial support from the employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment.

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

- (a) spouses or domestic partners of Faculty Members;
- (b) unmarried dependents of Faculty Members;

- (c) spouses, domestic partners and unmarried dependents of former Faculty Members who retired and have begun to draw a retirement benefit;
- (d) spouses, domestic partners and unmarried dependents of former Faculty Members who became completely disabled while employed by the University;
- (e) spouses, domestic partners and unmarried dependents of former Faculty Members who died while employed by the University.

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

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

11.2.5 Spouses, domestic partners and unmarried dependents classified as out-of-state residents for tuition purposes shall pay up to a maximum of \$25 per credit hour for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which s/he resides.

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

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

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

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

11.2.10 Fees and Fines. Tuition remission for spouses, domestic partners and dependents of Faculty Members shall continue to cover instructional fees. Tuition remission for spouses, domestic partners and dependents of Faculty Members shall continue to not cover general, ITIE, campus-life, program, lab, aviation, and late fees and library and parking fines.

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

11.3 Non-credit courses. In all cases, no tuition remission shall be made for courses not carrying academic credit, with the exception of nursery school. Individuals may take noncredit courses for one-half of the normal course fee, but no person will be allowed to take two or more such courses simultaneously at this rate. Registration will be handled on a first-come, first-serve basis with no more than twenty percent (20%) of the total available places being held for this purpose. A course not being closed on the first day of class may have additional individuals admitted at one-half of the normal course fee.

ARTICLE 12
MINIMUM SALARIES

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

<u>Rank</u>	<u>Effective 9/1/2019</u>
Professor	\$80,250
Assoc. Professor	\$64,875
Asst. Professor	\$53,125
Instructor	\$45,500
Senior Librarian	\$80,250
Assoc. Sr. Librarian	\$68,875
Assoc. Librarian	\$62,875
Asst. Librarian	\$53,125
Beg. Librarian	\$45,500

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

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

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

ARTICLE 13
OVERLOADS, EXTRA COMPENSATION

- 13.1** Overload teaching assignments are voluntarily accepted assignments by a Faculty Member in excess of his/her regular teaching load as assigned by his/her Academic Unit Head in accordance with the Academic Unit's Workload Policy. Overload teaching shall be permitted only in emergency situations arising in the Faculty Member's primary or secondary (if applicable) academic unit(s) or in related units in other colleges of the University. Extra payment for overload teaching will be paid in accordance with the following base schedule or at the adjunct rate in effect in the Faculty Member's college, whichever is greater:

<u>Rank</u>	<u>Per Credit Hour Per Semester</u>
Professor	\$1,240
Associate Professor	\$1,130
Assistant Professor	\$1,025
Instructor	\$ 930

- 13.2** Should the overload assignment occur for a portion of a semester, the payment will be prorated accordingly.
- 13.3** For any other excess course taught by a Faculty Member, the course will be considered an adjunct teaching assignment and will be compensated at the adjunct rate in effect for the course.
- 13.4** Overload and/or adjunct teaching must be approved in advance by the Dean or designee, with such approval being copied to the Provost. A Faculty Member on a current performance improvement plan should not be offered and may not accept an overload or adjunct teaching assignment. Whenever a Faculty Member agrees to overload teaching, the Academic Unit Head shall provide the Faculty Member with a written letter of agreement before the Faculty Member begins to teach the course.

ARTICLE 14

ACADEMIC UNIT HEAD COMPENSATION

- 14.1** Compensation for Academic Unit Heads shall be based on their academic year base salary. That base salary shall be supplemented by an annual stipend for administrative duties in the range of \$5,000 to \$30,000, as recommended by the Dean and approved by the Provost, based upon the criteria developed pursuant to the "Academic Unit Head Stipend Criteria" Memorandum of Understanding (1986-1989 Agreement) (see Appendix 2, p.166).

That base salary shall also be supplemented by a 2/9 supplement for full summer responsibility or 1/9 supplement for partial summer responsibility as recommended by the Dean and approved by the Provost.

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

ARTICLE 15
ADDITIONAL COMPENSATION

- 15.1** In the event that the Administration wishes to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit, it may do so for one or more of the following purposes: (1) matching a bona fide offer from another institution, (2) correcting inequities not otherwise dealt with in this Agreement, (3) correcting inequities proscribed by Article 4.1, including but not limited to those on the basis of gender or race, (4) for retention efforts, or (5) rewarding outstanding professional contributions. Care will be taken to ensure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program.

When such individual adjustments are made, the Administration shall inform the AAUP and shall state the reasons with the specific documentation leading to the adjustment. In any one fiscal year the total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception should the one-half percent (.5%) cap be reached. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 16
MEDICAL, DENTAL, LIFE AND DISABILITY INSURANCE

- 16.1** The University shall provide a Preferred Provider Organization Plan and a High Deductible Plan for Faculty Members. Whatever “pre-tax contributions” are specified, they are currently not subject to federal and state taxes but may be subject to city income tax. An open enrollment period will be held annually for four weeks usually in the Fall academic semester, during which Faculty Members may revise their elections for the coming year. However, a Faculty Member may revise his or her election upon a change of family

status as provided under the plan and federal law. Faculty Members must make family status changes within thirty-one (31) days of the event for coverage to be effective as of the date of the family status change. For new employees, a good faith effort will be made to have coverage effective the first day of employment, however, coverage shall be effective not later than the first day of the month following twenty-eight (28) days after appointment.

16.1.1 Four coverage levels will be available: Employee Only, Employee and Child(ren), Employee and Spouse/Domestic Partner, and Family.

16.1.2 To the extent such benefits would trigger excise taxes under Section 49801 of the Internal Revenue Code and/or the Affordable Care Act, the parties shall meet, confer, and reach agreement on an adjustment in benefits to the extent required to avoid such excise tax so as to be in compliance with Ohio Revised Code Sections 3345.311 and 4117.10.

16.2 Medical Insurance. Faculty Members may select either of the following Health Insurance Plans:

(1) Preferred Provider Organization (PPO)

(2) High Deductible Health Plan (HDHP)

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

16.2.1 Preferred Provider Organization (PPO). The PPO plan provides 100% of preventive care when care is rendered by an in-network provider. The annual in-network deductibles are \$100 for individual and \$200 for other coverage. The plan's annual co-insurance maximum is \$1100 individual coverage and \$2200 for other coverage levels.

The co-pays for prescription drugs purchased at a retail network pharmacy are \$15/\$25/\$35/25% subject to a \$250 per purchase maximum for Tier 4 medications. Purchase of maintenance medications through the mail order process is optional. Co-pays for maintenance medications ordered through the mail-order process are \$30/\$50/\$70/25% subject to a \$250 per purchase maximum for Tier 4 medications. The annual maximum out-of-pocket cost for prescription co-pays is \$2,500 per covered person.

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

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

Faculty Members shall contribute an amount equal to a percent of their monthly academic base salary, monthly pre-tax, for the PPO:

PPO CONTRIBUTIONS MONTHLY EMPLOYEE CONTRIBUTION AS A PERCENT OF THEIR MONTHLY ACADEMIC BASE SALARY, BY PLAN TYPE			
Employee Only	Employee and Child(ren)	Employee and Spouse/Domestic Partner	Family
1.875%	3.28%	3.75%	5.1%

16.2.2 High Deductible Health Plan (HDHP). The University shall offer a High Deductible Health Plan and Health Savings Account. The HDHP plan provides 100% of preventive care in-network and 70% after deductible for out-of-network preventive care. The annual deductibles are \$1,500 for individual coverage in-network/\$3,000 out-of-network and \$3,000 for other coverage levels in-network/\$6,000 out-of-network. The annual co-insurance maximum is \$3,000 for individual coverage in-network/\$6,000 out-of-network and \$6,000 for other coverage levels in-network/\$12,000 out-of-network. The plan pays as follows:

	<u>In-Network</u>	<u>Out-of-Network</u>
Physician/Specialist	90% after deductible	70% after deductible
Urgent Care	90% after deductible	70% after deductible
Emergency Room	90% after deductible	70% after deductible
Outpatient	90% after deductible	70% after deductible
Inpatient	90% after deductible	70% after deductible
Prescription Drugs	90% after deductible	70% after deductible

Faculty Members shall contribute the following amounts, monthly pre-tax, for the HDHP:

HDHP CONTRIBUTIONS MONTHLY EMPLOYEE CONTRIBUTION, BY PLAN TYPE AND SALARY RANGE				
Salary Range	Employee Only	Employee and Child(ren)	Employee and Spouse/Domestic Partner	Family
Less than \$60,000	49.10	103.20	106.50	147.40
\$60,000-\$79,999.99	51.56	108.36	111.71	154.77
\$80,000-\$99,999.99	54.01	113.52	116.82	162.14
\$100,000 or more	58.92	123.84	127.06	176.88

The University shall contribute the following amounts to Faculty Members' Health Savings Accounts for the HDHP in each year in which the Faculty Member enrolls in the HDHP. Such contributions are spread over the calendar year in monthly payments.

UNIVERSITY CONTRIBUTION TO EMPLOYEE HSA, BY PLAN TYPE AND SALARY RANGE		
Salary Range	Employee Only	All Others
Less than \$60,000	800	1,600
\$60,000-\$79,999.99	550	1,100
\$80,000-\$99,999.99	450	900
\$100,000 or more	350	700

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

16.2.4 Spouse/Domestic Partner Surcharge. There shall be a \$75 per month surcharge for coverage of spouses and domestic partners of Faculty Members who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan.

16.2.5 Default Coverage. If the Faculty Member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Faculty Member will be enrolled in the default plan - the PPO Employee Only coverage. If the Faculty Member is re-enrolling and does not complete his/her enrollment online by the enrollment deadline, the Faculty Member will automatically be enrolled in the preceding year's plan.

16.2.6 Medical Coverage for Travel. A Faculty Member on academic leave or performing University business that requires the Faculty Member to reside away from his or her home for more than thirty (30) consecutive days and who wishes to have out-of-area medical coverage shall provide thirty (30) days advance notice of travel plans to the University Benefits Office. The Benefits Office will attempt to provide access to a network medical provider to the Faculty Member at his or her temporary location. If no network provider is available, the University will ensure that claims are reimbursed at in-network rates.

16.3 Dental Insurance. Dental Insurance Plan coverages are available for an individual employee, employee plus child(ren), employee plus spouse/domestic partner, or family. Eligible family members

include spouse, domestic partner and unmarried dependent children under age 26. Faculty Members may select one of the following Dental Insurance options.

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

16.3.2 Waiver of Dental Coverage. Faculty Members may elect to waive dental coverage and receive a monthly credit of no less than \$18.00, which may be received as cash in the paycheck or may be applied to the cost of other benefits. If an employee and his/her spouse/domestic partner both work for the University in benefit-eligible positions and elect to enroll under one dental plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

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

16.4 Life Insurance. Faculty Members may select any of the eight (8) Life Insurance Plan options to cover themselves only.

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

16.4.1 The University will contribute toward life insurance coverage a monthly amount equal to the Faculty Member's monthly premium cost for Option 1 up to a maximum coverage level

of \$50,000. Should the Faculty Member select a more costly option, the Faculty Member will be required to contribute the excess premium cost by salary reduction. Faculty Members selecting Option 7 will receive a credit equal to the difference between the premium costs for Options 1, up to a maximum coverage level of \$50,000, and Option 7.

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

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

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

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

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

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

16.7 Long-term Disability Insurance (LTD). Faculty Members may purchase on an after-tax basis either of two (2) Long-term Disability

Insurance Plans:

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

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

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

Faculty Members whose annual base pay is \$80,000 or more will be able to enroll in the same Supplemental Long Term Disability Plan which is available to unrepresented employees. Faculty Members who elect to enroll in the Supplemental LTD Plan will pay the full cost of the supplemental coverage on an after-tax basis.

- 16.8 Health Care Flexible Spending Account.** Faculty Members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by the plan, to be used for reimbursement of eligible expenses which are not covered by insurance. Eligible expenses are those permitted by federal tax law. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual.
- 16.9 Dependent Care Account.** Faculty Members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual.
- 16.10 Wellness Program.** During the term of this Agreement, the University may introduce a wellness or healthy life-style program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and

promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury. Participation in such programs by Faculty Members shall be voluntary. Faculty Members who choose to participate will receive all the benefits afforded by participation.

ARTICLE 17 **SICK LEAVE**

- 17.1** Faculty Members will accumulate sick leave at the rate of fifteen (15) days per calendar year pro-rated on a monthly basis while in active pay status up to a maximum of three-hundred (300) days.
- 17.2** Accumulated sick leave is for use by a Faculty Member whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury or death in his or her Immediate Family. Paid sick time will be concurrently designated as FMLA time if appropriate and applicable.
- 17.3** The University shall maintain a Sick Leave Bank for the use of Faculty Members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Faculty Members. Time from the Sick Leave Bank will not be granted for periods with no defined or foreseeable end dates, or for requests without sufficient documentation. In order to draw upon the Bank, a Faculty Member must submit a Certification of Health Care Provider form to Central Human Resources and make a written request to the Academic Unit Head, who will forward the request to the Vice Provost for Academic Personnel for action. A Faculty Member may use no more than a total of one-hundred fifty (150) Sick Leave Bank days in any eighteen (18) month period and/or for the same or related illness, unless approved by the Vice Provost for Academic Personnel and the AAUP. Sick Leave Bank time will be concurrently designated as FMLA time if appropriate and applicable.
- 17.4** When using full or partial sick leave, the Faculty Member shall immediately notify his or her Academic Unit Head and advise him/her of the estimated duration of absence. When the absence is known in advance, the Faculty Member should work with the

Academic Unit Head on a plan to ensure the students' education is not unduly interrupted by the absence.

- 17.5** All use of full or partial sick leave must be reported via the University-wide time off request process. The Faculty Member's monthly pay statement shall indicate the amount of available sick leave.
- 17.6** Disability or illness caused or contributed to by pregnancy or childbirth and recovery therefrom (not covered by Paid Parental Leave under Article 19) and disability or illness caused by miscarriage or abortion and recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave may also be used for normal childbirth during a period of medical certification when the parent is not eligible for Paid Parental Leave. Prior to initiation of use of sick leave for childbirth and recovery under this Article, thirty (30) days in advance if possible, the Faculty Member shall provide the University with a Certification of Health Care Provider form citing the expected date of delivery and the final date of medical certification.
- 17.7** Available sick leave must be used during any period of time in which the Faculty Member is under contract to perform services for the University and is unable to for reasons covered in Article 17.2. No action shall be taken by the University to release a Faculty Member because of illness or disability while using sick leave or while on an Extended Medical Leave of Absence with pay. Faculty Members may only perform duties while absent or on an Extended Medical Leave of Absence (with or without pay) to the extent permitted by the Certification of Health Care Provider form.
- 17.8** When a Faculty Member is certified by his/her health care provider for an intermittent absence without specific dates of leave, the University may assign the Faculty Member to alternative duties related to his/her position for the duration of the leave. Such assignment is to be made in the interests of continuity in the classroom and must not be used to discourage a Faculty Member from taking such time off. The Faculty Member's pay and benefits will not be affected by such assignment, and upon cessation of the intermittent certification period the Faculty Member will be restored to his or her duties as soon as is practicable.

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

17.10 Extended Medical Leave of Absence with Pay

17.10.1 If an absence is to exceed fourteen (14) calendar days, the Faculty Member must notify his or her Academic Unit Head of the probable duration of the absence as soon as possible, but in any case, within fifteen (15) calendar days of the first date of the absence. The Academic Unit Head shall forward this information to the Dean and the Provost for implementation of an Extended Medical Leave of Absence with Pay retroactive to the first day of absence.

17.10.2 While on Extended Medical Leave of Absence with Pay, the Faculty Member's base salary and benefits will continue but any stipends or supplemental pay for added duties will cease until he/she returns to work and resumes the additional duties.

17.10.3 During any Extended Medical Leave of Absence with Pay, the University will require a Certification of Health Care Provider form from the Faculty Member's or Immediate Family Member's medical provider, citing the effective date of the Leave and the final date of medical certification. The Certification, or an explanation for the lack of Certification, must be provided within thirty (30) days of the first date of absence or the Faculty Member will be placed on an unpaid medical leave of absence until the Certification is provided.

17.10.4 A Faculty Member on an Extended Medical Leave of Absence is advised to seek the counsel of his/her retirement system as to those particular benefits associated with the system.

17.10.5 Faculty Members covered by the STRS/OPERS systems must use the benefits available to them under

those systems.

- 17.10.6** For those Faculty Members not covered by state systems, the following provision applies:

A Faculty Member enrolled in the long term disability insurance (LTD) plan, as described in Article 16, and who is unable to perform his or her assignments following the initiation of a continuing illness or injury, must apply for benefits under the terms of the LTD insurance plan. If determined to be eligible for LTD benefits, the plan's minimum monthly LTD benefit is payable according to the terms of the plan until accumulated sick leave, including sick leave from the Sick Leave Bank, has been exhausted. Once accumulated sick leave is exhausted, the full LTD benefit becomes payable according to the terms of the plan.

- 17.10.7** A tenure-track Faculty Member on Extended Medical Leave of Absence with Pay for a continuous period of at least ten (10) weeks may request an extension of the tenure probationary period of up to one year, provided that all time off the tenure clock totals no more than two years during the probationary period. The request must be approved by the Academic Unit Head, Dean, and Provost. Granting of an extension of the probationary period because of an Extended Medical Leave of Absence with Pay to the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of the granted probationary period extension.

- 17.10.8** A non-tenure track Faculty Member on Extended Medical Leave of Absence with Pay for a continuous period of at least ten (10) weeks may request an extension of his/her current appointment term for a period equal to the period of the Leave, up to one year. The request must be approved by the Academic Unit Head, Dean and Provost.

- 17.10.9** If an untenured Faculty Member fails to make such a request for extension of the probationary period or

extension of the appointment period, or if the request is denied, and his/her appointment period ends while on paid leave, his/her employment with the University will end at that time.

17.11 Extended Medical Leave of Absence without Pay

- 17.11.1** Subsequent to the exhaustion of accumulated sick leave and/or use of Sick Leave Bank time, the Faculty Member not covered by STRS or OPERS may apply for up to one year of Extended Medical Leave of Absence without Pay. Prior to going on Medical Leave of Absence without Pay, Faculty Members who accumulate vacation may elect to use any or all accrued vacation. This request must be in writing and is irrevocable. During the Medical Leave of Absence without Pay, the Faculty Member will retain all University-provided benefits except for vacation and sick leave accrual and retirement contributions based on salary. The continuation of University-provided benefits is contingent upon payment by the Faculty Member of his or her portion of the costs. Arrangements for payment must be made with the Benefits Department.
- 17.11.2** Faculty Members covered by the STRS/OPERS systems must use the benefits available to them under those systems.
- 17.11.3** Extended Medical Leaves of Absence without Pay may be renewable upon approval by the University. When renewed, if the initial leave was less than one year, the University's provision of benefits as described in 17.11.1 above will continue until one year of Extended Medical Leave without Pay has been completed. For these purposes, a Faculty Member may use no more than a total of one year of Extended Medical Leave without Pay in any three (3) year period for the same or related illness. For any time past one year, the benefits will continue upon payment by the Faculty Member of the full costs of the benefits. Arrangements for payment must be made through the Benefits Department.
- 17.11.4** A Faculty Member on an Extended Medical Leave of Absence without Pay shall be entitled to return to active

status should the disability or illness end, on the following terms:

17.11.4.1 A Faculty Member with tenure at the time of disability will be recalled with tenure upon recovery; or

17.11.4.2 A Faculty Member without tenure will be recalled to complete the term of his or her contract and prior University service shall count as part of the probationary period.

17.11.5 No action may be taken by the University to release a Faculty Member because of sickness or disability while the Faculty Member is on an Extended Medical Leave of Absence without Pay except as provided in Article 17.11.7 below.

17.11.6 A Faculty Member eligible for reinstatement following an Extended Medical Leave without Pay shall upon his or her return receive the benefit of any salary increase or change in benefits implemented during the time of his or her Extended Medical Leave of Absence without Pay.

17.11.7 Following the completion of the final period of an Extended Medical Leave of Absence without Pay, the University may, at its discretion, choose to release a Faculty Member unless otherwise prohibited by state law, provided, however, that a tenured Faculty Member or an untenured Faculty Member whose appointment period has not expired will not be released prior to being on sick leave (paid and/or unpaid) continuously for three (3) years. If an untenured Faculty Member's appointment expires while on Extended Medical Leave of Absence without Pay, his/her employment with the University will end at that time.

17.12 Initiation or Continuation of Extended Medical Leave of Absence. Normally, the decision about whether a Faculty Member should take or continue using sick leave or Extended Medical Leave or return to active faculty status will be made by the Faculty Member following consultation with his or her medical provider. If, however, there is a disagreement between the University and a

Faculty Member in such matters, the following procedure shall apply:

17.12.1 The University shall designate a medical provider specializing in treatment of the Faculty Member's alleged illness or disability. This medical provider will be given the right to examine the Faculty Member and review his or her medical records and will subsequently issue a decision on whether the Faculty Member is able to return to work.

17.12.2 If the Faculty Member disagrees with the University's medical provider's decision, he/she may opt to be evaluated by his/her own medical provider if he/she has not already done so. If the two medical providers are in agreement, the decision shall be binding upon the University and the Faculty Member. If the two medical providers are in disagreement, they shall confer and choose by agreement a third medical provider. The third medical provider shall be given the right to examine the Faculty Member and review his or her medical records, including the records and conclusions of the first two medical providers.

17.12.3 After such examination, the third medical provider shall decide whether the Faculty Member is able to adequately perform the requirements of his/her position. The decision of the third medical provider shall be binding upon the University and the Faculty Member.

17.12.4 The University shall bear all costs associated with the first and third examinations and opinions rendered under this procedure.

17.13 Fitness for Duty. In limited cases, when the University has substantial reason to believe that a Faculty Member may be unfit to perform his or her job duties, it may place the Faculty Member on an administrative leave with pay and benefits pending an evaluation by a medical provider of the University's choice. The Faculty Member must contact the chosen provider within fifteen (15) days of notice of the administrative leave. If the Faculty

Member disagrees with the conclusion of the University's medical provider, the process in Article 17.12 through 17.12.4 will be followed. If ultimately found to be unfit for duty, the Faculty Member will be placed on sick leave retroactive to the date of the notice of the administrative leave.

17.14 Continuation of Benefits. A Faculty Member who is approved for LTD benefits, may continue to participate in University medical and dental benefits by electing COBRA continuation coverage, after release from the University, by payment of the costs thereof, unless these benefits are provided through STRS, OPERS, or a government agency.

17.15 Payment for Accrued Sick Leave at Retirement

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

17.15.2 Those Faculty Members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave up to a maximum of sixty (60) days.

17.15.3 Payment will be based upon the individual's rate of pay at the time of retirement. For purposes of calculating the payment for accrued sick leave at retirement, Two-Semester Faculty Members shall be considered as earning their annual base salaries over a period of one hundred and sixty (160) days. The payment for sick leave under the policy outlined in Article 17.15 eliminates all

sick leave credit accrued by a Faculty Member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Article 17.15.

ARTICLE 18

RETIREMENT PROCEDURE AND PROGRAMS

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

18.2 Retirement Programs

18.2.1 STRS and OPERS. Except to the extent a Faculty Member has elected to participate in the Alternative Retirement Plan under Article 18.2.3, Faculty Members appointed after July 1, 1977 must participate in the State Teachers Retirement System of Ohio (STRS) or in the Ohio Public Employees Retirement System (OPERS) with eligibility and contributions as determined by regulations of said retirement systems. The employer and member contribution rates on the effective date of this Agreement (July 1, 2019) were:

STRS: University 14.0%, Faculty Members 14.0%

OPERS: University 14.0%, Faculty Members 10.0%

18.2.2 TIAA/Grandfathered Retirement Plan. Faculty Members appointed prior to July 1, 1977 who elected to participate in the Expanded Teachers Insurance and Annuity Association (TIAA) retirement system (or alternatives) shall make periodic contributions with the University according to the following schedule. The rates on the effective date of this

Agreement (July 1, 2019) were:

<u>Salary</u>	<u>OPERS Eligible Employer/Member</u>	<u>STRS Eligible Employer/Member</u>
Up to \$8,000	12.75%/7.05%	12.75%/11.05%
Between \$8,000 and \$16,500	16.25%/11.05%	16.25%/15.05%
Over \$16,500	10.50%/7.50%	10.50%/11.50%

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

18.2.2.1 Definition of Salary. The term “salary” as used in 18.2.2 shall mean a Faculty Member’s “earnable” salary as defined under Ohio Revised Code Section 145.01 for a Faculty Member who would participate in OPERS or a Faculty Member’s “compensation” as defined in the Ohio Revised Code Section 3307.01(L) for a Faculty Member who would participate in STRS, plus payouts of sick pay and unused vacation for TIAA/Grandfathered Plan members.

18.2.2.2 Survivorship Insurance. The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees. The Managing Board must meet at least two times a year and provide timely written reports of such meetings to the parties to the contract. Failure to provide said reports or to comply with the Trust Agreement will result in the removal of any or all members of the Managing Board. The Chairperson of the Managing Board will be responsible for communicating with the parties to the contract and for providing all required reports.

18.2.3 Alternative Retirement Program (ARP). Full-time (100% FTE) Faculty Members appointed after June 23, 1998 can elect to participate in the Ohio Alternative Retirement Plan (ARP). Eligible members may make a one- time irrevocable

election to opt out of the State Teachers Retirement System (STRS) or the Ohio Public Employees Retirement System (OPERS) and instead participate in the ARP. The election must be made within one hundred twenty (120) days of the initial appointment date or the date of transfer into a 100% FTE position. The same rate of employer and member contributions will be required for Faculty Members participating in the ARP as would have been required if the Faculty Member elected to remain in STRS or OPERS. A portion of the employer's contributions (the "Mitigating Rate") must be contributed to STRS or OPERS, as applicable, in recognition of the unfunded defined benefit portion of those programs.

Faculty Members participating in the ARP shall make periodic contributions with the University. The rates on the effective date of this Agreement (July 1, 2019) are:

STRS Eligible:

ARP: University 14.0% (of which 4.47% is the Mitigating Rate), Faculty Members 14.0%

OPERS Eligible:

ARP: University 14% (of which 2.44% is the Mitigating Rate), Faculty Members 10.0%

18.2.4 To the extent that the mandatory employer or member contribution rates, or the Mitigating Rates with regard to the system's unfunded liabilities, described under this Article for an applicable retirement program, are adjusted by the applicable program, such rates shall automatically adjust accordingly.

18.3 The AAUP and University Human Resources will jointly sponsor a Retirement Exit Seminar annually. Topics will include: the retirement process, salary, vacation and sick leave payouts, tax implications, health care options, and benefits to retirees such as parking, use of Library, and bookstore discounts.

18.4 The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of this Article. These benefits will be granted only upon the written agreement of the Faculty

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

18.5 Emeritus Status.

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

18.5.2 Appointment. Appointment of a retired or retiring Faculty Member to emeritus rank shall be based on a recommendation initiated within and approved by the Faculty of the Academic Unit of the prospective emeritus member. A Faculty Member who has notified the University of his/her intent to retire and who would like an appointment to emeritus rank may request initiation of the appointment process either prior to or after retirement in a written request to his/her Academic Unit Head. The recommendation of the Academic Unit is subject to approval by the Dean and the Provost, and to the final granting of emeritus rank by the Board of Trustees. Denial of emeritus rank shall not be grievable.

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

19.1 Personal Leave

19.1.1 Faculty Members may at any time submit a written request to their Academic Unit Head for a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs including the needs of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. The leave may include the

option of reduced responsibilities, for which the person on leave will be compensated proportionally.

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

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

19.1.4 A Faculty Member on personal leave shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a Faculty Member on personal leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the benefits division. However, retirement contributions will be based on the actual salary paid to the Faculty Member.

19.2 Child-Rearing Leave

19.2.1 A Faculty Member may request a Child-Rearing Leave of Absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family and needs relating to

the children of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Childrearing time will be concurrently designated as FMLA time, if appropriate and applicable.

- 19.2.2** Such leave requests shall be submitted in writing to the Academic Unit Head normally at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the Academic Unit Head, and subject to the concurrence of the Dean, a Child-Rearing Leave may be granted by the Provost. The Dean shall notify the Faculty Member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.
- 19.2.3** A Faculty Member on a full-time Child-Rearing Leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.
- 19.2.4** A Faculty Member on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or fourteen (14) weeks, whichever is less. For any leave beyond that time, the Faculty Member shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a Faculty Member on Child-Rearing Leave is fulfilling partial responsibilities, benefits shall be provided as if the Faculty Member were not on leave. The continuation of salary-based benefits is upon

payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Department. However, retirement contributions will be based on the actual salary paid to the Faculty Member.

19.2.5 A tenure-track Faculty Member who is in the probationary period and who is the Primary Caregiver of a newly born infant or a newly adopted child under the age of seven (7) may request, within the first year of birth or adoption, an extension of the probationary period of up to one year for each event of birth or adoption provided that all time off the tenure clock totals no more than two years during the probationary period. Faculty Members adopting a child over the age of seven (7) may also qualify under this section if the adoption qualifies for paid parental leave under Article 19.5. Granting of an extension of the tenure probationary period under this sub-section will act automatically to extend the term of the Faculty Member's current appointment for the period of time equal to the extension. The request must be approved by the Academic Unit Head, Dean and Provost.

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

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

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

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

19.3 Vacation Leave for Faculty on 12-Month Appointments

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

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

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

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

19.5 Paid Parental Leave (PPL)

19.5.1 Eligibility. Faculty Members are eligible for PPL upon (a) the birth of a Faculty Member's child, (b) the placement within a Faculty Member's home of a newly adopted child under the age of seven (7), or (c) the initiation of travel by a Faculty Member to take custody of an adopted child. A Faculty Member adopting a child over the age of seven (7) also qualifies for PPL if the adoption process requires such leave. Individuals adopting a spouse's or domestic partner's already-born child(ren) are not eligible.

During the period of the PPL, the Faculty Member must be the Primary Caregiver for the child.

If both parents are Faculty Members, each may take PPL, but only one may be on such leave at a time.

19.5.2 Procedure. A Faculty Member intending to take PPL under this section must provide his/her Academic Unit Head with

written notification at least ninety (90) days in advance of the leave, or as soon as is practicable. Such notice shall include (a) the anticipated date of the birth or adoption of the child, (b) the length of PPL desired (up to 6 weeks), (c) the semester in which PPL will be taken, (d) whether teaching release is requested, and (e) a signed affidavit attesting to the fact that the Faculty Member will be the Primary Caregiver for the child during the PPL.

The Academic Unit Head shall notify the Dean and the University Contract Administrator. PPL will run concurrently with leave under the Family and Medical Leave Act (FMLA), in cases where the Faculty Member is eligible for leave under the FMLA.

The Faculty Member will be required to provide appropriate medical documentation for the birth of the child. If the Faculty Member is eligible for leave under the FMLA, the medical certification requirements under the FMLA will govern. The medical documentation will be completed and signed by the individual's health care provider.

In cases of adoption, the Faculty Member will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoption.

All medical information relating to PPLs, whether verbal or written, including FMLA documentation, shall be kept confidential. All medical documents including, but not limited to, medical statements and FMLA certifications must be maintained by the University in confidential, secure files separate from personnel files.

19.5.3 Benefit. Faculty Members eligible to utilize PPL may receive:

19.5.3.1 Full release from all duties for up to six (6) weeks which shall not be taken from sick leave or vacation leave, and which will run concurrently with FMLA leave; and

19.5.3.2 Release from specifically assigned course teaching duties for the same academic semester during which PPL is taken. The Faculty Member and the Academic Unit Head shall mutually agree on a plan for alternative assignments related to the Faculty Member's position to be completed during the course release time. All other duties are expected to continue during the semester of course release, except during the PPL time established under Article 19.5.3.1. A Faculty Member receiving course release under this Article shall not be required to carry more than a normal load before or after PPL, or more than an equivalent load of alternative duties during the time of course release.

A Faculty Member who is taking PPL under this Article will be paid his/her salary for the specified amount of time outlined in this policy. All benefits for which the Faculty Member is normally entitled shall remain in force during his/her PPL. The University will continue to pay its share of the cost of the Faculty Member's group health insurance during a PPL. The Faculty Member's share of the premium will be deducted from the Faculty Member's pay in accordance with normal practice.

19.5.4 Relation to Sick Leave

In general, PPL is intended to be used in lieu of using sick leave for the birth or adoption of a child.

A Faculty Member may use accrued sick leave before the birth of a child, in accordance with Articles 17.2 and 17.6.

A Faculty Member may not use accrued sick leave or vacation days to extend the length of a PPL at the conclusion of the PPL without complying with applicable University policies. In such cases, any additional necessary time off will be subject to other leave provisions in this Agreement.

19.5.5 Timing

As PPL is intended to be used in lieu of using sick leave for the birth or adoption of a child, it is expected that PPL will be taken as soon as possible after the birth or adoption. PPL is to be taken in the semester of the birth or adoption or in the immediate next primary semester (or immediate semester for 12-month faculty). Faculty Members shall schedule PPL with input from the Academic Unit Head regarding the needs of the individual Academic Unit.

PPL must be completed within six (6) calendar months after the birth of the child or the placement of a child for adoption. In the case of a dual-faculty couple (both employed at UC and both members of the Bargaining Unit), PPL must be completed within 12 calendar months of birth. The number of children involved in a given birth or adoption shall not increase the length of PPL granted for the event.

PPL time may not be taken intermittently. If an official University holiday occurs during the Faculty Member's PPL, the Faculty Member will receive holiday pay in lieu of a PPL day; this does not extend the length of the PPL.

19.5.6 Relation to the Tenure-Track Probationary Period and RPT.

A tenure-track Faculty Member who takes a PPL under this section may request an extension of the probationary period in accordance with Article 19.2.5.

A Faculty Member who has taken a PPL and is applying for reappointment, promotion or tenure is subject to the same RPT Criteria (established under Article 7.3.2) as other Faculty Members in his/her Academic Unit. The Faculty Member's use of a PPL shall not factor into the reviewers' deliberations and recommendations in the RPT process.

ARTICLE 20
SPECIAL OR EMERGENCY LEAVES

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

ARTICLE 21
RIGHTS AND DUTIES OF THE AAUP AS AGENT

- 21.1** The University and the AAUP recognize that each has responsibility for the administration of this Agreement.
- 21.2** The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of AAUP membership, nor shall any attempt be made to discourage membership in the AAUP.
- 21.3** Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees and/or professional associations.
- 21.4** The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.
- 21.5** The AAUP shall have the right to deposit moneys with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

- 21.6** The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.
- 21.7** On or before April 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the following academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.
- 21.8** The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to Faculty representatives to the Board.
- 21.9** During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant, and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to exclude the providing of raw data.
- 21.10** The University will continue to provide the AAUP with access, as mutually agreed, to the employee data base pertaining to current status (initial appointments, terminations, salaries, leave status, email addresses and change of membership) of all members of the Bargaining Unit. These data shall be provided on or before August 15th, December 15th, February 15th, and April 15th of each year.
- 21.11** The University will pay all costs of printing and binding copies of this Agreement. The number of copies will be determined jointly, and distribution will be shared by the University and the AAUP.

- 21.12** The University will continue to provide the AAUP with access, as mutually agreed, to student enrollment data as prepared by the University Registrar.
- 21.13** During the term of this Agreement, the AAUP may use without charge from the University, long-term office space, network access, telephone, copying and printing facilities having a total value of no more than seventy-five thousand dollars (\$75,000), as determined by the University's standard charging practices, reduced by one-half of the printing and binding costs incurred under Article 21.11 above. AAUP office space will be accessible to all members of the Bargaining Unit including disabled Faculty Members, will be on West Campus, and may be relocated by the University only after notice and discussion with the AAUP. The University will not deduct, from the seventy-five thousand dollars (\$75,000) specified above, more than eight thousand two hundred dollars (\$8,200) per year for the use of the AAUP office space. The Office of Labor Relations will assist the AAUP with keys and access to technology, when necessary.

ARTICLE 22

UNION DUES CHECK-OFF

- 22.1 Dues Deduction.** The regular Union dues shall be established under the terms of the AAUP-UC Constitution and Bylaws and certified to the University by the Union. Not later than the first day of the month following fifteen (15) days' notice of a union membership card, the University shall put into effect the appropriate dues rate and deduction. In equal monthly installments, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction. These deductions shall be transmitted to the Union no later than the tenth (10th) day of the following month, together with an alphabetized electronic list of all Bargaining Unit employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from August 15 preceding the date of its delivery to the University by the Union, or until the employee moves into a classification not represented by the Union or employment is terminated (whichever occurs sooner). This authorization shall be automatically renewed each August 15 thereafter and shall be irrevocable for said periods of one (1) year

unless written notice revoking such authorization is given to the University by the Union between July 15 and August 7.

- 22.2** The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.
- 22.3** In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP, and a refund, if appropriate, shall be made by the AAUP.

ARTICLE 23 **RELEASED TIME**

- 23.1** The University shall grant up to twenty-eight (28) semester hours, or nine (9) semester courses for Faculty Members, or equivalent duties for Librarians in each academic year covered by this Agreement for use by: the President of the UC Chapter, AAUP; the Chairperson of an AAUP standing committee, provided, however, that no more than two such chairpersons shall have released time in any given semester; the Chairperson of the Associates Council; members of contract mandated committees; and, in those academic semesters during which negotiations are scheduled, any member of the AAUP Negotiating Team. Released time must be requested with at least twenty-one (21) days' notice by communication from the President of the AAUP to the University Contract Administrator.
- 23.1.1** In the event that the grant of release time under Article 23.1 necessitates the hiring of an adjunct faculty member in order to teach courses that would have otherwise been assigned to one of the above-listed AAUP officers, the Academic Unit affected by the release may request reimbursement from the AAUP for the compensation (including benefits) paid to the adjunct faculty member

during such release time. The amount reimbursed by the AAUP shall not exceed \$30,000 in total for all requests submitted under this sub-section in a given academic year.

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

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

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

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

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

ARTICLE 24
FACULTY PROFESSIONAL DEVELOPMENT

24.1 The Role of the University in Professional Development of Faculty. The purpose of a faculty development program is to maintain professional competence, and improve the quality of the teaching, research, scholarship, creative work, service and leadership throughout the University by assisting and inspiring Faculty Members to reach their full potential.

This faculty development program, in order to be successful, will support Faculty Members in varied career stages and appointment types and will support institutional priorities as well as those that are unique to individuals, academic programs, and colleges.

24.1.1 Teaching. In alignment with their responsibilities and workload, Faculty Members are expected to maintain a program of professional development activities related to teaching. These activities may include, but are not limited to, development in pedagogy and the use of instructional technologies, development in the Faculty Member's discipline for course content or program development, or professional development in accordance with the requirements of professional accreditation, certification, registration, or licensure, when applicable.

24.1.2 Research, Scholarship and Creative Work. In alignment with their responsibilities and workload, Faculty Members are expected to maintain a program of professional development activities related to their research, scholarship, or creative work. These activities may include, but are not limited to, training in methods and technologies, and training, certification, or continuing education in current or new areas of expertise.

24.1.3 Service and Leadership. In alignment with their responsibilities and workload, Faculty Members are expected to maintain a program of professional development activities related to service and leadership, which may include training in work/life balance, student advising and counseling, curriculum management, leadership and administrative skills, or other training to advance skills and knowledge in service and leadership.

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

24.2 Professional Development Planning

A successful faculty development program begins by engaging with Faculty Members to provide guidance and support for their professional development.

24.2.1 The Faculty Member and their Academic Unit Head will include planning for short-term and long-term goals for professional development in the Faculty Member's Annual Performance Review.

24.2.2 In order to orient new Faculty Members to their Academic Unit's and College's policies and procedures, within three (3) months of a new Faculty Member's appointment, the Academic Unit Head shall meet with the Faculty Member to discuss, at minimum, the following: (1) their prospective and actual performance to date; (2) plans for professional growth and development; (3) any resources available to assist the Faculty Member in such efforts; (4) Academic Unit RPT criteria and procedures; (5) Academic Unit and College by-laws and policies; (6) the applicable workload document(s); (7) policies and procedures relative to maintaining visa status for foreign nationals; (8) suggestions for building a successful dossier; and (9) the assignment of a mentor. Documentation (using the form in Appendix 3) that the meeting was held and the items enumerated above were discussed is to be filed with the Dean's office within three (3) months of a new Faculty Member's appointment.

24.3 Funding Restrictions and Intended Use

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

24.4 Funding Allocation to Colleges

The monies allocated to the Colleges under this Article are not a substitute for the College's or Unit's investment in support for faculty professional development.

24.5 Distribution of College Faculty Development Funds.

Consistent with criteria, guidelines and policies developed by the Provost's office, each College will establish a committee to review, approve or reject, and distribute monies for the awards described under Article 24.6.1. Each committee shall be composed of an equal number of administrators or other persons appointed by the Dean and Faculty Members elected by the Faculty Members of the College. In the event of a tie vote on a particular application, the Dean will make the final decision on the disposition of that application.

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

24.6 Professional Development Award Types

The University shall provide funding under this Article to support the following types of faculty development.

24.6.1 Awards Evaluated at College Level

A. Individual Faculty or Faculty Group (\$5,000 Maximum)

This award is for expenses related to disciplinary or extra-disciplinary professional development in teaching, research, scholarship, creative work, service and/or leadership as described in Article 24.1.1-3 for any amount up to \$5,000. This award may be used for, but is not limited to, any conference (to participate, present, moderate or attend), event, or opportunity, at the local, state, regional, national, or international level, in support of a Faculty Member's professional development and any events which aid in the development of knowledge, skills, and abilities associated with extra-discipline learning and training to support professional development of an individual's teaching, leadership, or

scholarly activity.. Applications under this subsection must come to the College with prior approval from the applicant's academic unit. There is a maximum of two (2) funded applications per Faculty Member per academic year under this subsection.

B. Supporting Materials (\$500 Maximum)

This award provides funding for hardware and/or software purchases or other supporting materials related to professional development in teaching, research, scholarship, creative work, service and/or leadership as described in Article 24.1.1-3 for a maximum award of \$500. Applications under this subsection must come to the College with prior approval from the applicant's academic unit. There is a maximum of one (1) funded application per Faculty Member per academic year under this subsection.

24.6.2 Awards Evaluated at Provost Level

A. Strategic Collaborative or Interdisciplinary Faculty Team Projects

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

B. Appointed or Elected Faculty Group Projects

For the purposes of this type of award, a group may be an Academic Unit, a Faculty task force or committee, or any appointed or elected group of Faculty whose purpose is to provide professional development to Faculty for teaching, research, scholarship, creative work, service and/or leadership as described in Article 24.1.1-3. Groups have the option of contracting with Universal Providers or other internal or external

providers of skills and knowledge in support of professional development. The primary benefit or outcome must be faculty development, and the primary beneficiaries must be Faculty Members and the University. The maximum amount of this type of award is \$20,000 for a maximum of one funded application per appointed or elected faculty group per year.

24.6.3 Universal Provider Professional Development Funding

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

Funding for Universal Providers shall be separate from the funding identified in Articles 24.8 and 24.9 below and shall be no less than \$225,000 in each year of this Agreement.

24.7 Unspent Award Monies

Any professional development funds allocated under Article 24.6.1 that remain undistributed at the end of each contract year will be distributed among the Colleges, on a pro-rata basis, for use in funding awards under Article 24.6.1 in the following academic year. Any professional development funds allocated under Article 24.6.2 that remain undistributed at the end of each contract year will be added to the amount allocated in the succeeding year for use in funding awards under Article 24.6.2. Any professional development funds allocated under Article 24.6.3 that remain undistributed in each contract year may be used in funding awards or endeavors under Article 24.6.2 or Article 24.9.

24.8 Funding

In each year of this Agreement, the University shall provide not less than \$620,000 to be allocated toward awards as described in

Article 24.6.1 which will be distributed to each college on a pro-rata basis based on the number of Faculty Members each College has as of August 15 of that year. In each year of this Agreement \$80,000 is to be allocated toward awards handled by the Provost under Article 24.6.2 above.

24.9 Funding for Additional Faculty Development Endeavors

In each year of this contract, \$275,000 will be allocated for additional faculty development endeavors to be identified and funded at the discretion of the Provost, with input from the Faculty Senate.

24.10 Period of Awards

The annual period of award application, review, and implementation shall be the Academic Year as defined in this Agreement. College Faculty Development Committees may elect to allocate funds in more than one round during this period.

24.11 Reporting

By September 30 of each year, the Provost's office will provide a report to the AAUP summarizing the funding of awards and other endeavors under this Article for the previous academic year. Upon request by the AAUP, the Provost's office will provide a report including the name of each Faculty Member funded, their department and college, the type of award funded, and the amount awarded.

Each college shall also keep a record, for each year, of the total amount of funding requested, the total amount awarded, the number of fully funded awards, the number of partially funded awards, the number of funding requests rejected on the basis of merit, and the number of funding requests rejected on the basis of insufficient available funds. The colleges shall provide this information to the Provost and the AAUP by September 30 of each following academic year.

24.12 Appeals

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

ARTICLE 25
ACADEMIC LEAVE

25.1 Academic Leave. The following provisions shall govern academic leave for Faculty Members.

25.1.1 Academic leave is one of the primary means through which professional development can be encouraged and cultivated for Faculty Members. Academic leave may be granted by the Provost, for purposes of promoting individual Faculty development that promises to serve the academic interests of the University. Academic interests here mean promotion of excellence in the production and/or dissemination of knowledge. The granting of academic leaves shall not be determined solely by financial considerations, but such considerations may form the basis for postponement under Article 25.8.

25.2 Academic Leave Options. After at least six years of full-time service at the University, Faculty Members may take an approved academic leave. Applications must be submitted in the year before the requested leave, if approved, would be taken. Academic leaves may not be accumulated. Options for academic leave are the following:

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

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

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

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

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

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

All applications shall be submitted electronically on a standard form provided by the University. The form and its contents must be consistent with the same academic interests in Article 25.1.1. The form is intended to make application and evaluation for leave more consistent across the University and over time. The form may not introduce or expand criteria for evaluation. Failure to use and adhere to the standard form's requirements may result in denial of the leave request.

25.5 Evaluation and Review. Applications for academic leave for Faculty Members shall be discussed and evaluated by Academic Unit-level Faculty Members. For Faculty Members of the College of Medicine only, applications for academic leaves shall be discussed and evaluated by Academic Unit-level Faculty, including non-represented faculty.

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

25.5.2 Individuals and committees who evaluate leave requests shall give consideration to:

(a) The quality of the proposal and its potential value to the professional development and academic/job performance of the Faculty Member;

(b) The potential value of the completed project to the University, the Faculty Member's Academic Unit/program, and students;

(c) Evidence which exhibits sound preliminary planning of the project and ability to complete the project;

(d) Past record of performance in meeting the University's teaching, research, and service expectations;

(e) The final report and any subsequent outcomes of the most recent academic leave, if applicable;

(f) Years of service applicable toward the leave; and

(g) The impact of the leave on the unit, including means of implementation of the leave as regards the Faculty Member's teaching responsibilities and supervision of students.

The Faculty Member's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

25.5.3 The evaluations and recommendations of the Academic Unit-level reviewers and/or Academic Unit Head shall be submitted to the Dean, who shall forward them, with his or her recommendation, to the Provost.

25.5.4 A Librarian applying for academic leave shall submit the application to the Librarians RPT Committee. The Librarians RPT Committee shall discuss and evaluate all applications, giving consideration to the items listed in Article 25.5.2, and shall forward its recommendations to the Dean,

who shall forward them, with his or her recommendation, to the Provost.

25.5.5 A Faculty Member shall have the right to withdraw a request for academic leave at any time.

25.5.6 Negative recommendations shall be in writing, and shall include the rationale for the denial. The Faculty Member shall be copied on any negative recommendation. The Faculty Member shall have seven (7) days to respond in writing to the negative recommendation; the Faculty Member's response shall be addressed to the next level of review.

25.6 Final Report. By the end of the academic semester in which normal academic duties are resumed, a recipient of an academic leave shall submit a final report in writing to his/her Academic Unit Head and the office of the Dean. Upon review and acceptance, the Dean or his/her designee shall notify the Faculty Member in writing of the acceptance of his/her report.

The final report must contain:

- (a) A brief summary of the proposal;
- (b) A review of the tasks accomplished in relation to the proposal and assessing the leave in terms of professional development;
- (c) Copies of articles, monographs, creative works, or manuscripts prepared for publication, if applicable;
- (d) A clear description of the outcomes as they impact the individual and the University; and
- (e) A full accounting of any additional compensation received during the academic leave, including source and activities involved.

Faculty Members are expected to share with colleagues (e.g., through seminars, exhibitions, performances, a report to the Academic Unit Faculty, etc.) their accomplishments during the academic leave.

25.7 Eligibility for Subsequent Academic Leave. A Faculty Member begins to accrue time toward eligibility for the next academic leave in the Primary Semester in which the final report on his/her previous academic leave is submitted to, and accepted by, the Dean's office, provided normal academic duties are resumed. The academic leave time is not considered to be part of the accrued time toward a subsequent leave.

25.8 Academic Leave Postponement. An approved academic leave may be postponed at the request of the Faculty Member, the Academic Unit, or the College. Such postponement must be recommended by the Academic Unit and approved by the Dean.

Postponement of an approved academic leave may be requested by the Faculty Member for a period not to exceed one academic year beyond the period initially approved as the leave period (e.g., an academic leave approved for Fall Semester may be requested to be postponed until the following Fall Semester). An approved academic leave which is postponed at the request of the Faculty Member and is not taken within one academic year beyond the period initially approved will be canceled.

Any time delay incurred because an approved academic leave is postponed solely for the convenience of the Academic Unit or the College shall accrue in terms of eligibility toward a subsequent academic leave. If an academic leave has been postponed for the convenience of the Academic Unit or the College, such postponement shall not exceed one academic year without the consent and agreement of the Faculty Member.

25.9 A Faculty Member on academic leave for two (2) semesters may receive compensation from external sources during the academic leave, provided that (1) such compensation is related to the academic leave, (2) it has been approved as part of the leave application process, (3) the compensated activity does not result in a conflict of interest or conflict of time commitment to the purposes of the academic leave, (4) it is reported on the Faculty Member's Outside Activity Report, and (5) the total remuneration from all sources (including the University of Cincinnati) does not exceed his or her remuneration from the University of Cincinnati for a comparable period. For Faculty Members on academic leave for either one (1) or two (2) semesters, funds received from external sources that are used to offset travel, living, and professional

expenses directly associated with the academic leave are permitted if approved as part of the leave application, and will serve as an exception to the remuneration cap. It is the responsibility of the Faculty Member to inform the University of all other salary, grants, fellowships, or financial support he/she expects to or does receive during the period of academic leave.

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

25.11 Except where an earlier retirement is approved by the Administration, all leaves shall be granted on the condition that recipients are obligated to return to the University for at least one academic year immediately following the period of leave, or to refund the compensation (salary and benefits) paid by the University, unless the failure to return is caused by death, significant accident, significant illness to the Faculty Member, a waiver under a retirement agreement, or is otherwise waived by the Provost.

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

ARTICLE 26

PROFESSIONAL LEAVE

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

26.2 Guidelines for Professional Leave

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

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

26.2.3 A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. A person on Professional Leave shall have the right to use University facilities and to apply for

Academic Unit funds or funds from other University sources under the same conditions as if the person were not on leave.

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

ARTICLE 27

GOVERNANCE OF THE UNIVERSITY

- 27.1** The variety and complexity of tasks performed by institutions of higher education produce an interdependence among constituent elements of the University. Adequate communication is therefore essential, and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility for governance will take a variety of forms, as situations require. Initiative may emerge at one time or another from all institutional components, and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element. Shared responsibility for governance is based upon mutual trust and respect for diverse interests and perspectives and is an iterative and consultative process. To be effective, shared governance clearly defines roles, scope of authority, and responsibility for decision-making among faculty governance bodies and university administrators. Effective shared governance also requires joint responsibility for timely implementation.
- 27.2** The Rules of the Board recognize the Faculties of the colleges and other units, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students (including, but not limited to, articulation and scholarship agreements with other institutions), the courses of instruction to be offered, grading policy, recommendations for

degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited by, the provisions below:

- 27.2.1** The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.
- 27.2.2** Each college Faculty shall have the right to advise, aid, and counsel the Dean of the college on matters affecting the college and the University, and shall be given sufficient time to do so. Each college Faculty may elect a Faculty committee to exercise the powers of the college Faculty in the interim between its meetings.
- 27.2.3** Each unit shall have the right to advise, aid, and counsel the unit head on matters affecting the unit, college, and University and shall be given sufficient time, in such matters, to do so. The unit may, at its option, have an elected committee to exercise the powers of the unit in the interim between its meetings.
- 27.2.4** If a question arises as to whether a matter is a unit, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.
- 27.2.5** The Faculty shall have a voice through Faculty representatives elected for that purpose at the unit, college, and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly, Faculty representatives elected for that purpose shall have a voice at the unit, college, and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.
- 27.2.6** The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.

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

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

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

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

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

ARTICLE 28
RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

- 28.1** Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of Faculty (which, as used in this Article, is defined as termination of tenured Faculty or termination of untenured Faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the ten (10) days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board, and the Board shall not accept recommendations from either party, until thirty (30) days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) days after the giving of any additional data the AAUP may have requested as provided above. Discussions by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of Faculty may not take place until the formal declaration of financial exigency has been made by the Board, which must include a statement of the amount of money needed to relieve the exigency.
- 28.2** Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP. All appointments shall be made within ten (10) days after the formal declaration of financial exigency. If such appointments have not been made within such a ten (10) day period, the members of the Committee who have been named within the ten (10) days shall constitute the Committee and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) days within which to develop recommendations unless such time is extended by the Board.

- 28.3** In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:
- 28.3.1** The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.
- 28.3.2** Before retrenchment of Faculty, budgets shall be cut or activities eliminated or reduced that (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.
- 28.3.3** When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.
- 28.3.4** Before the final recommendations are made with respect to the termination of Faculty, the Committee shall first notify the Faculty Members in each Academic Unit to be affected and shall consider alternate solutions which that Academic Unit may propose for effecting an equivalent reduction in its budget.
- 28.3.5** As to order of retrenchment, in the event that retrenchment of Faculty is necessary:
- 28.3.5.1** Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time Faculty Members shall be released before any full-time, non-tenured Faculty Member is

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

- 28.3.5.2** If the recommendation does not involve the discontinuation of a program, Academic Unit, or college, but would result in the termination of tenured Faculty Members and the retention of non-tenured Faculty Members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program from which the tenured Faculty Members are released.
- 28.3.5.3** If a recommendation involves the discontinuation of a program, Academic Unit, or college, the Committee shall investigate at least those issues listed in Article 29.5, Termination Because of Discontinuation of a Program, Academic Unit, College, or Library, of the program, Academic Unit, college, or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include

statements regarding each of the issues listed in Article 29.5.

28.3.5.4 Anything in this Article to the contrary notwithstanding:

- a) Non-tenured Faculty Members in a particular discipline shall be laid off before tenured Faculty Members in that discipline.
- b) The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.
- c) The termination of a non-tenured or part-time Faculty Member shall not be required if his or her salary is wholly paid by restricted funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

29.1 Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, Academic Unit, or college, and that such discontinuation necessitates the termination of Faculty Members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons

for this judgment shall be put in writing and shall be presented to those Faculty Members in the program, Academic Unit, or college which the Administration proposes to discontinue, to the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

- 29.2** The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.
- 29.3** After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the Faculty Members in the program, Academic Unit, or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) days the Senate shall select a committee with full authority to consider the Administration's recommendation. This Committee shall consist of five (5) Faculty Members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the Committee. In addition, the Faculty Members in the program, Academic Unit, or college proposed for discontinuation shall have right to select one non-voting member to the Committee who shall be outside of such program, Academic Unit, or college.
- 29.4** Before final recommendations are made with respect to the discontinuation of a program, Academic Unit, or college, the Committee shall consult with the Faculty Members in the program, Academic Unit, or college proposed for elimination.
- 29.5** The Committee shall investigate at least each of the following issues:

- 29.5.1** the historical role and contributions of the program, Academic Unit, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
 - 29.5.2** the dependence of other programs in the University on the program, Academic Unit, or college proposed for discontinuation;
 - 29.5.3** duplication elsewhere in the University of courses, research, or services offered through the program, Academic Unit, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;
 - 29.5.4** arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;
 - 29.5.5** stature of Faculty in the program, Academic Unit, or college, and stature of alumni who have been graduated from the program, Academic Unit, or college, and possible consequences to the academic stature of the University through discontinuation;
 - 29.5.6** the profile of ages, periods of service, and tenure status of members of the Faculty within the Academic Unit and an estimate of their possible usefulness elsewhere within the University; and
 - 29.5.7** possible arrangements for planned phasing out of the program, Academic Unit, or college as an alternative to abrupt discontinuation.
- 29.6** The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable.

- 29.7** The Faculty Senate shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the Committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.
- 29.8** Should the Administration recommend the discontinuation of a program, Academic Unit, or college, but should this discontinuation not be effected as required in Article 29.7, the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, Academic Unit, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.
- 29.9** Should discontinuation of a program, Academic Unit, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate Faculty Members in the first phases insofar as possible. Part-time Faculty in a program, Academic Unit, or college which has been discontinued shall be released before full-time non-tenured Faculty unless this would result in a serious distortion of the academic program. Non-tenured Faculty Members in a program, Academic Unit, or college which has been discontinued shall be released before tenured Faculty Members in that program, Academic Unit, or college are released.
- 29.10** If an appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the Faculty Member has most

recently been appointed. A tenured Faculty Member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured Faculty Member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.

- 29.11** Before terminating a tenured Faculty Member or a non-tenured Faculty Member prior to the end of a period of appointment because of discontinuation of a program, Academic Unit, or college, the University shall endeavor to place the affected Faculty Member in another suitable position in the University. If placement in another position would be facilitated for a tenured Faculty Member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Article 29.10 above) such training will be offered. Such training shall take place within the notification period referred to in Article 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.
- 29.12** If an appointment is terminated before the end of the period of an appointment, or if a tenured Faculty Member is terminated because of the discontinuation of a program, Academic Unit, or college, the University may not fill a position in a discipline in which a released Faculty Member is qualified to teach for a period of two years from the date of termination of service if the Faculty Member is untenured, or for a period of five years from the date of termination of service if the Faculty Member is tenured, unless the released Faculty Member has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A tenured Faculty Member thus recalled shall be recalled with full tenure rights.
- 29.13** A Faculty Member may appeal a proposed relocation or termination resulting from the discontinuation of a program, Academic Unit, or college, pursuant to this Article and shall have the right to a full hearing by the Grievance Committee, subject to ultimate review by the Board.
- 29.14** Should the Administration make the judgment, based on the recommendation of the Dean, that the long-range service mission of the library systems necessitates the discontinuation of a library

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

- 29.15** The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.
- 29.16** After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the Librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by Librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the Committee and the Librarian(s) in the library proposed for discontinuation may select one non-voting member to the Committee.
- 29.17** Before final recommendations are made with respect to the discontinuation of a library, the Committee shall consult with the Faculty Members in the Academic Unit or college affected by the discontinuation of the library.
- 29.18** The Committee shall investigate at least each of following issues:
- 29.18.1** the historical role and contributions of the library in the library system's mission, the circumstances which may have altered that role, and the uniqueness of the collection;

- 29.18.2** the dependence of Academic Units and/or other libraries on the services of the library proposed for discontinuation;
 - 29.18.3** the profile of ages, length of service, and terms of appointment of the Librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;
 - 29.18.4** stature of the library and possible consequences to the academic stature of the University through discontinuation; and
 - 29.18.5** possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.
- 29.19** The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Librarians who are members of the Bargaining Unit. In this final recommendation, the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable. The Librarians who are members of the Bargaining Unit shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the Committee or the Librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.
- 29.20** Should discontinuation of a library be effected, normal attrition should be used to terminate Librarians in the first phases insofar as possible. Librarians with term appointments in a library which has

been discontinued shall be released before Librarians in that library who hold tenure.

- 29.21** If an appointment is terminated, the Librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the Librarian has most recently been appointed. A Librarian with tenure with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A Librarian with tenure with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.
- 29.22** Before terminating a Librarian holding tenure or a non-tenured Librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected Librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a Librarian holding tenure by a reasonable period of training available at the University (not to exceed the required notification period referred to in Article 29.21 above) such training will be offered. Such training shall take place within the notification period referred to in Article 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.
- 29.23** A Librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the Grievance Committee subject to ultimate review by the Board.
- 29.24** If an appointment is terminated before the end of the period of an appointment, or if a Librarian with tenure is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a Librarian who has been released for a period of two (2) years from the date of termination of service if the Librarian

is on a term appointment or for a period of five (5) years from the date of termination of service if the Librarian has tenure, unless the released Librarian has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A Librarian with tenure thus recalled shall be recalled with full rights of tenure.

ARTICLE 30 **INSTITUTIONAL RESPONSIBILITIES**

- 30.1** An adequate working environment and supporting services promote effective teaching, learning, and research. Therefore, within the limit of available resources:
- 30.1.1 Adequate Facilities.** The University shall make a good faith effort to provide to each Faculty Member space and facilities adequate for effective and safe teaching, research, advising, and all other activities necessary to his or her academic discipline.
 - 30.1.2 Libraries.** The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to the Faculty and student needs consistent with standards of quality recognized at a national level.
 - 30.1.3 Supplies and Equipment.** The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.
 - 30.1.4 Student Financial Aid.** The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.
 - 30.1.5 Support Personnel.** The University recognizes the need for adequate budgets for support personnel providing services within Academic Units. The University shall make good faith efforts to improve these budgets of the Academic Units.
 - 30.1.6 Parking, Dining, Meeting Space.** The University shall endeavor to provide a reasonable environment to Faculty

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

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

ARTICLE 31 **ACADEMIC UNIT HEADS**

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

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

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

- 31.2 General Areas of Responsibility.** Academic Unit Heads, and those serving in an acting capacity, serve by empowerment of the Faculty and designation by the Dean to represent the Faculty and college administration--each to the other--and to the University community. Responsibility, thus, to both the Dean and Faculty, includes:
- 31.2.1** leadership in the development of the Academic Unit's particular mission within the academic mission of the college;
 - 31.2.2** leadership and advocacy of its academic programs in the pursuit of educational excellence;
 - 31.2.3** leadership in promoting the selection and retention of an outstanding and diversified Faculty;
 - 31.2.4** leadership in the promotion of Faculty development that includes provision of adequate resources for colleagues' professional growth and annual performance reviews of Faculty Members in accordance with Article 33. If the size and scope of the Academic Unit necessitate, the Academic Unit Head, with approval of the Dean, may delegate this responsibility to another academic administrator within the Academic Unit;
 - 31.2.5** leadership in academic governance, including especially the collaborative development of appropriate procedures for governance within the Academic Unit (*e.g.*, policies and procedures regarding RPT, leaves, long-range planning, curriculum development, program review, and distribution and utilization of resources);
 - 31.2.6** leadership in promoting a climate where both the spirit and letter of affirmative action prevail;
 - 31.2.7** involvement in personal professional development and scholarship, including the development of necessary administrative skills and knowledge (*e.g.*, administrative leadership workshops);

- 31.2.8** management and oversight of the Academic Unit's budget (all funds), class schedules, course offerings, teaching assignments and staff;
- 31.2.9** implementation of appropriate provisions of the UC/AAUP Agreement, University Rules, and college bylaws (the AAUP and the University will consult in the design and implementation of contract compliance training of Academic Unit Heads); and
- 31.2.10** attendance and active participation in administrative training, including training regarding the provisions of the UC/AAUP Agreement, as required by the University.

31.3 Administrative Performance Review. The administrative performance of Academic Unit Heads shall be reviewed as per Article 31.1 above. During the penultimate year of an incumbent's term, a review of the Academic Unit Head's performance shall be undertaken which assures appropriate participation by Faculty in the Academic Unit. The processes and specific criteria for administrative performance review shall be established for each Academic Unit by an elected Faculty committee in consultation with and subject to the approval of the Dean. The process and timetable for administrative performance review of Academic Unit Heads shall be published in order to assure opportunity for every member of the Faculty in the Academic Unit to contribute.

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

ARTICLE 32 **ARBITRATION**

32.1 In accordance with the requirements of Article 32.3, this Article shall apply to the interpretation, application, or alleged violations of any of the following provisions of the Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 2, Academic Freedom; Article 4, Discrimination; Article 8, Grievance Procedures; Article 9, Disciplinary Procedures; Article 10, Compensation (except as to the distribution within colleges and

library jurisdictions of any merit increases); Article 12, Minimum Salaries; Article 13, Overloads, Extra Compensation; Article 14, Academic Unit Head Compensation (only for failure to establish compensation within the ranges defined in Article 14.1); Article 15, Additional Compensation; Article 16, Medical, Dental, Life, and Disability Insurance; Article 17, Sick Leave; Article 18, Retirement Procedures and Programs; Article 21, Rights and Duties of the AAUP as Agent; Article 22, Dues Check-off; Article 23, Released Time; Article 27, Governance of the University; Section 34.2 of Article 34, Maintenance of Practices; Article, 35, Decertification; Article 36, Totality of Agreement; Article 38, Duration and Amendment.

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

32.3 The party to this Agreement seeking arbitration or the Faculty Member appealing to arbitration under Article 9.5 shall request a panel of arbitrators from the American Arbitration Association, each of whom shall be a member of the National Academy of Arbitrators. The arbitrator shall be selected by alternately striking from that panel and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The hearing shall be held within ninety (90) days of the appointment of an arbitrator, unless an extension is agreed to by the parties. The arbitrator must agree to render a decision within thirty (30) days after the arbitration hearing or, if there are post-arbitration briefs, within thirty (30) days after their submission.

32.4 The decision of the arbitrator shall be final and binding on the grievant(s), the AAUP and the University, and may be enforced by any court of competent jurisdiction.

- 32.5** The fees and expenses for the arbitration between the parties to this Agreement shall be borne equally by the University and the AAUP. If the Faculty Member has brought the appeal under Article 9.5, the fees and expenses of the arbitration shall be paid equally by the Faculty Member and the University.
- 32.6** Any time limit may be extended by mutual agreement in writing between the Parties.
- 32.7** Whether the procedures and time limits of an Article have been followed is a procedural issue.
- 32.8** The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such basis; it does not mean the merits of the argument, recommendation, or decision.
- 32.9** Anything in this Article notwithstanding, the arbitrator shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure of or to member(s) or prospective member(s) of the Bargaining Unit. In addition the arbitrator shall be subject to the following restrictions:
- (1) The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;
 - (2) The arbitrator's decision shall be limited to only the question or questions submitted for decision;
 - (3) In grievances concerning promotion in academic rank or the award of tenure, the arbitrator shall only have the power to remand the negative decision being grieved with directions as to procedures to be followed and information to be considered;

- (4) The arbitrator shall not render any decision that would result in the violation of this Agreement or a public statute or regulation; and
- (5) The arbitrator shall make no award, except for interest, that provides a Faculty Member compensation greater than would have resulted had there been no violation.

32.10 Article 34.4 of Article 34, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of Article 34.2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

32.11 Expedited Arbitration. In order to reduce the cost of arbitration, the Parties may mutually agree that the arbitration shall be conducted in accordance with any or all of the following conditions:

- (1) No transcript of the arbitration proceedings shall be taken;
- (2) Post-hearing briefs shall be waived;
- (3) The arbitrator must agree to render a decision within fourteen (14) days after the arbitration hearing; or
- (4) Subject to the consent of the grievant, neither Party, nor the grievant, will be represented by legal counsel at the hearing.
- (5) Such a hearing shall be held within forty-five (45) days of the appointment of an arbitrator, unless an extension is agreed to by the parties.

ARTICLE 33

ANNUAL PERFORMANCE REVIEW OF FACULTY

33.1 In accordance with UNIVERSITY OF CINCINNATI POLICY AND PROCEDURES FOR ANNUAL PERFORMANCE REVIEW OF FACULTY (June 1, 1994), there shall be an annual performance review ("APR") of each Faculty Member. The Faculty Member has the right to respond in writing to the APR. The written response will be attached to the APR.

33.2 If APR procedures change in an Academic Unit, the AAUP shall be provided a copy of the new procedure within thirty (30) days of the approval of the new procedure.

33.3 In cases where a Faculty Member's APR documents evidence of substantive deficiencies in teaching, research, or service, the Academic Unit Head, with input from the Faculty Member, should design a mutually agreeable performance improvement plan ("PIP"), including a timeline, and if applicable, provisions for the Academic Unit to allocate the required resources to support the plan.

Within fourteen (14) days of having provided the Faculty Member with an APR identifying a substantive deficiency in teaching, research, or service, either (1) the mutually agreeable PIP shall be attached to the APR, or (2) if a PIP cannot be mutually agreed upon, this shall be noted in the APR.

33.4 Nothing in this Article prevents the use of written or verbal feedback at other times of the year.

ARTICLE 34 **MAINTENANCE OF PRACTICES**

34.1 The Parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between Faculty and Administration are necessarily best resolved by legal contract.

34.2 The Parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board, by adopting this Agreement, shall be deemed to have amended its regulations to conform to the provisions of this Agreement. Past practices not codified in the Rules of the Board shall have no binding affect upon the Parties.

- 34.3** The Rules of the Board shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 8.
- 34.4** The University shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce ticket discounts.
- 34.5** The provisions of this Article shall not apply to any Rules of the Board which relate to the regulation of clinical or medical services, provided such rules changes do not affect the wages, hours, terms and conditions of a Faculty Member's academic work.

ARTICLE 35 **DECERTIFICATION**

The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by order of SERB through the procedures allowed in Section 4117.07 of the Ohio Revised Code.

ARTICLE 36 **AGREEMENT CONSTRUCTION**

- 36.1 Titles.** The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
- 36.2 References Deemed Appropriate.** All references to “Dean,” “Provost,” “administrator,” “Academic Unit,” “college,” “library jurisdiction,” “Academic Unit Head,” or similar officials or entities within the University shall mean the “appropriate” or “involved” official or entity whenever the sense of the provision so requires.
- 36.3 Library Faculty.** Superfluous language in previous contracts, which referred separately to Library Faculty, is deleted from this contract in recognition of the status of professional Librarians as full members of the University Faculty. Removal of this language is not intended to eliminate any contractual protections of Library Faculty as Members of the Bargaining Unit. Separate references are

maintained where necessary to reflect the unique nature of Library Faculty Members' functions.

ARTICLE 37
TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 38
SAVINGS AND SEPARABILITY

In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 39
DURATION AND AMENDMENT

- 39.1** This Agreement shall be effective as of July 1, 2019 and continue in full force and effect to and including June 30, 2022.
- 39.2** The University and the AAUP agree to begin negotiations for a successor agreement no later than March 1, 2022.
- 39.3** If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

ARTICLE 40
DISPUTE SETTLEMENT PROCEDURE

- 40.1** The Parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code.
- 40.2** Should either Party, pursuant to Article 39, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.
- 40.3** During the period commencing at least sixty (60) days prior to the expiration of the current contract between the AAUP and the University, both Parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) days after the expiration of the Agreement, either the University or the AAUP may declare that the Parties are unable to reach an agreement and can

request mediation. The Parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

- 40.4** The Parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either Party may, by written notification to the other, request that their differences be submitted to a fact-finder.
- 40.5** Within seven (7) days of such written notification of a request for fact-finding, the Parties shall mutually request the appointment of a fact-finder from either the FMCS or SERB.
- 40.6** The fact-finder, within seven (7) days of his/her appointment, must meet with the Parties. The fact-finder may hold hearings, make additional investigations and inquiries, and take other steps as he/she considers appropriate. The fact-finder is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C)(4)(c), Ohio Revised Code. If the dispute is not settled within fifteen (15) days after the fact-finder is appointed, or within a longer period, if agreed to by the Parties, the fact-finder must report his/her findings to the Parties, including his/her recommendations on the unresolved issues. Fourteen (14) days after submission to the Parties, the findings must be made public if no settlement has been reached.
- 40.7** Notwithstanding the dispute settlement procedures described above:
- 40.7.1** The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days' notice to the Administration and SERB.
- 40.7.2** The Parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

- 40.8** All costs above those paid by SERB associated with the appointment of the Mediator and the fact-finder shall be shared equally by the Parties.

ARTICLE 41
ADMINISTRATION RIGHTS

- 41.1** The Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights and authority conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Except where expressly stated in this Agreement, nothing contained herein shall limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board will bargain, in accordance with its legal duty, over the employment effects of its actions.
- 41.2** Except as modified by this Agreement, none of the rights reserved exclusively to the Board shall be subject to the grievance procedure of this Agreement.

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching, temporary assignments, Secondary-Semester teaching, administrative stipends, or extra compensation from grants, contracts, royalties, or consulting.

ACADEMIC UNIT shall mean the smallest Academic Unit of which a member of the Bargaining Unit is a member, whether a college, library jurisdiction, department, division, school, or other unit.

ACADEMIC UNIT HEAD shall mean the Board-appointed chief administrative officer of an Academic Unit, regardless of title, or any non-Board-appointed department chair or department head of an Academic Unit.

ACADEMIC YEAR shall mean the 12-month period beginning August 15 and extending through August 14 of each calendar year. The Academic Year shall include three semesters (Fall, Spring, Summer) and the periods between those semesters.

ADMINISTRATION shall mean the President of the University of Cincinnati or his or her representative(s) designated for the purpose.

APPROPRIATE ADMINISTRATOR shall mean the Dean of each college or the chief administrative officer of an Academic Unit or group of units.

ARP shall mean Alternative Retirement Program.

BARGAINING UNIT shall mean the group of Faculty Members described in Article 1.1 of this Agreement

BENEFITS shall have the same meaning the words "fringe benefits" had in previous contracts.

BOARD shall mean the Board of Trustees of the University of Cincinnati.

BUDGET RESTRAINT shall mean a good faith projection of a budget deficit in a college or Academic Unit, an expectation that income will be inadequate to cover expenses.

BULLYING shall mean any written, verbal or physical act or any electronic communication directed toward another that an objectively reasonable person would deem to have caused physical harm or substantial emotional distress and that adversely affects the ability of the person to participate in or benefit from the University's educational programs or activities.

DOMESTIC PARTNER shall mean a partner of the same or opposite sex who meets the criteria as stated in the Affidavit of Domestic Partnership (see Appendix 1 of this contract).

FACULTY or faculty shall mean individuals holding faculty titles whether or not they are members of the Bargaining Unit.

FACULTY MEMBER shall mean a member of the Bargaining Unit.

FMCS shall mean Federal Mediation and Conciliation Service.

GEOGRAPHIC FACULTY shall mean Faculty in the College of Medicine or the College of Nursing who, as part of their individual contract arrangement with the University, are employed by an outside entity for activities deriving from patient care or patient support, and receive either a separate paycheck from that outside entity or from a University account that is reimbursed by the outside entity for those activities. Nothing in this definition shall be construed to apply to Faculty Members who receive payment pursuant to their engagement in approved collateral employment activities per Board Rule 30-21-02.

IMMEDIATE FAMILY shall mean grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, mother, grandparent-in-law, mother-in-law, father-in-law, spouse, domestic partner, child (including, for the purposes of Article 17 only, child of a domestic partner), grandchild (including, for the purposes of Article 17 only, grandchild of a domestic partner), legal guardian or person who stands in place of a parent (in loco parentis).

LIBRARIAN shall mean a Faculty Member who is a member of one of the library jurisdictions and whose responsibilities are described in the Librarians' RPT Document and in his/her specific job description.

LIBRARY DEPARTMENT shall mean an organized function within a library jurisdiction with one or more Librarians who have administrative responsibilities, e.g., Archives and Rare Books Department, Engineering Library.

LIBRARY FACULTY shall mean the Librarians, collectively.

NON-TENURE TRACK FACULTY APPOINTMENTS shall mean those with titles in the Adjunct, Clinical, Educator, Field Service, Practice, and Research series. Qualified titles shall not carry eligibility for tenure, but are eligible for promotion through the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

NOTIFY, NOTICE OR NOTIFICATION shall mean to give or require written notice which, unless otherwise provided in this Agreement, may be in electronic form (e.g., e-mail).

OPEN ENROLLMENT PERIOD shall mean that four-week period held annually, usually in the Fall academic semester, during which Bargaining Unit members may revise their insurance elections for the coming calendar year.

OPERS shall mean the Ohio Public Employees Retirement System.

PARTIES shall mean the AAUP and the University of Cincinnati.

PRESIDENT shall mean the President of the University of Cincinnati.

PRIMARY CAREGIVER shall mean someone who has primary responsibility for the care of a child following the birth or the coming of the child into the custody, care, and control of the parent for the first time. This definition applies to both births and adoptions.

PRIMARY SEMESTER shall mean that term of an Academic Year during which a Faculty Member with a Two-Semester appointment does have on-campus duties such as teaching, service, and professional activity.

PROBATIONARY APPOINTMENTS shall mean those unqualified title appointments which carry eligibility for tenure but precede its award.

RECEIPT shall mean, in terms of electronic communication, when the electronic communication is delivered to the recipient's inbox. If this date

falls on a Saturday, Sunday, or legal holiday, the date of receipt shall be the next University working day.

RPT shall mean reappointment, promotion and tenure.

SECONDARY SEMESTER shall mean that term of an Academic Year during which a Faculty Member with a Two-Semester appointment does not have on-campus duties.

SERB shall mean State Employment Relations Board.

STRS shall mean the State Teachers Retirement System.

TENURE TRACK TITLE APPOINTMENTS shall mean those with titles of Professor, Associate Professor, Assistant Professor, and Instructor, Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, and Beginning Librarian; tenure-track titles carry eligibility for tenure.

TIME LIMITS All references in this Agreement to time periods are expressed in calendar days inclusive of Saturdays, Sundays, and legal holidays. If the last day of the time period falls on a Saturday, Sunday, or a University holiday, the deadline is automatically extended to the next University working day. Any time limit may be extended by mutual agreement in writing between the parties. Unless otherwise provided in this Agreement, where written notice is provided in electronic format (e.g., e-mail), the time limits start to run from the time of receipt of such notice.

TWELVE-MONTH APPOINTMENT shall mean that a Faculty Member has duties and accrues pay through all months of the Academic Year. The designations of Primary Semester and Secondary Semester do not apply to those Faculty Members with Twelve-Month appointments.

TWO-SEMESTER APPOINTMENT shall mean that a Faculty Member has two Primary Semesters per Academic Year.

UNIVERSITY shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNIVERSITY CONTRACT ADMINISTRATOR shall mean the duly appointed representative of the University as party to the contract.

UPTOWN CAMPUS shall mean all Academic Units of the University of Cincinnati excluding Clermont College and Blue Ash College.

YEAR shall mean the Academic Year unless otherwise designated.

MEMORANDA OF UNDERSTANDING

M.1 Benefits Study Committee

M.1.1 The Benefits Study Committee shall be a standing committee with four (4) members appointed by the AAUP Board and four (4) members appointed by the Administration. The Committee may create subcommittees, which will have equal representation from each Party, and may include individuals who are not members of the Committee.

M.1.2 The Committee shall explore ways to contain benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to Bargaining Unit members subject to the terms and conditions listed below. To achieve these ends the Committee may direct the University to get cost estimates, determine accurate estimates of benefits costs, review usage, investigate and compare current and alternate vendors, and make recommendations and other requests consistent with its charge. The University shall provide the Committee with all the information available to it regarding the cost, usage, and nature of benefits provided to all University employees.

M.1.3 Monitoring Quality of Care Data and Payment Expenses: The University shall provide to the Benefits Study Committee information collected by the Benefits office related to health care expenses as requested, but not more than once per semester.

M.1.4 In addition to the concerns stated above, the Committee specifically shall study the cost effectiveness of the current prescription drug plans. In this regard, the Committee shall apply a market basket approach, similar to the Consumer Price Index (CPI), to the top two hundred (200) prescription drugs used by Faculty Members which shall be used to track the cost of those prescriptions over time and to compare the current plans with the plans of other vendors. If the Committee finds an alternative plan that has a formulary better suited to the needs of Faculty Members, and change to that alternative plan would reduce costs to both Faculty Members and the University, the Committee may recommend that the University change to the alternative plan.

M.1.5 On March 1 of each year during the term of this Agreement, the Benefits Study Committee shall issue a written report to the parties documenting the health care expenditures by the University, and the premium contributions, co-pays, and co-insurance paid by the Bargaining

Unit for the preceding calendar year as well as a summary of usage data for Bargaining Unit members.

M.2 Faculty Representation on the Board of Trustees

Faculty representation on the Board, pursuant to Board of Trustees' Rule 3361:10-1-02, shall include the chairperson of the University Faculty Senate and two elected representatives of the University Faculty. They shall have the right to suggest proposals for consideration by the Board and the President, and to attend with voice, all meetings of the Board, except executive sessions, and Board committees including academic affairs and finance.

M.3 Personnel Records/Files

Each academic year the University Contract Administrator will distribute to Deans, Directors and Academic Unit Heads:

- (1) The Guidelines on the Maintenance of and Access to Faculty Personnel Files as passed by the Faculty Senate, and as they may be amended from time to time by the Faculty Senate; and
- (2) Administrative Memorandum 118, as it may be amended by the University President, and containing the Guidelines for Administrative Review and Appeal of Disputes Concerning Personnel Records.

M.4 Collective Bargaining Agreement Training

In order to facilitate contract implementation and reduce the potential for grievances, the AAUP and the University agree to jointly sponsor a seminar, during the Fall Semester of each year, designed to inform administrators of their rights and responsibilities under the Collective Bargaining Agreement. A second training session may be scheduled for later in the academic year if both parties deem it necessary.

The University Contract Administrator, or his/her designee(s), and the AAUP Executive Director, or his/her designee(s), will design, schedule and conduct the seminar. All academic administrators shall be strongly encouraged by the University to attend the seminar.

M.5 Secondary Semester Compensation Committee

The AAUP and the University charge the Secondary Semester Compensation Committee with studying the issue of secondary semester compensation as currently set forth in Article 10.6. The Committee is to review best practices at institutions of similar size and stature to UC and to make recommendations for changes to Article 10.6.

The Committee shall include three (3) individuals appointed by the AAUP and three (3) individuals appointed by the University.

No later than December 15, 2019, the Secondary Semester Compensation Committee shall provide a written report to the parties to this Agreement which may serve as the basis of a Memorandum of Understanding of changes to be implemented and effective in Summer of 2020.

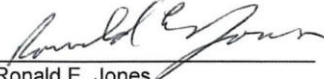
Signatory to Agreement

University of Cincinnati



William C. Portman III
Chairperson, Board of Trustees

University of Cincinnati Chapter of the
American Association of
University Professors



Ronald E. Jones
President

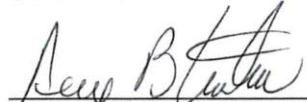


Neville G. Pinto
President

UC Negotiating Team:



Lauren Lantz



Alex B. Lentsch

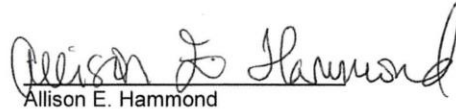


J. Matthew Serra



Kasey Ungerwood

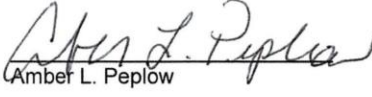
AAUP Negotiating Team:



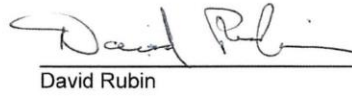
Allison E. Hammond



Gregory D. Loving



Amber L. Peplow



David Rubin



Glenn Talaska

APPENDIX 1

AFFIDAVIT OF QUALIFYING DOMESTIC PARTNERSHIP

Section I: Statement of Domestic Partnership

Name of Employee – Please print M#

Name of Domestic Partner – Please print Date of Birth SSN

I certify that _____ and I are domestic partners and that we meet the following criteria: We are each other’s sole domestic partner, have been in this relationship for at least six months, and intend to remain in this relationship indefinitely. Neither of us is currently married to or legally separated from another person according to either statutory or common law. We are financially interdependent on each other in accordance with the plan requirements outlined by the University of Cincinnati. We can prove our financial interdependency by providing at least three of the following documents to Human Resources (*attach to your Affidavit*): Joint ownership of real estate property or joint tenancy on a residential lease, joint ownership of an automobile, joint bank or credit account, joint liabilities (e.g., credit cards or loans, a will or retirement plan or insurance policy designating the domestic partner as the primary beneficiary or a durable power of attorney signed to the effect that we have granted powers to one another). The documents must include an effective date that substantiates the relationship has been in place in for a minimum period of six months.

Section II: Change in Domestic Partnership

I agree to notify the University of Cincinnati if there is any change in our domestic partnership status that would make the domestic partner no longer qualified for healthcare coverage within 30 days of any change.

Section III: Acknowledgement

We certify under penalty of perjury, that the foregoing is true, current and correct and that we are at least 18 years of age and are mentally competent to consent to this affidavit. I understand as an employee that willful falsification of information on this Affidavit may lead to disciplinary action, up to and including termination of employment. I have attached proof of financial interdependency.

Section IV: Signature and Date

Signature of Employee and Date

Signature of Domestic Partner and Date

Section IV Notary Witness

Sworn to me on this date

Notary Public

Notary Public’s Address

Commission Expiration
10/2011 (rev)



APPENDIX 2
ACADEMIC UNIT HEAD STIPEND CRITERIA

ACADEMIC AFFAIRS COMMITTEE REPORT

May 14, 1987

Criteria for which Deans will recommend stipends for unit heads.

1. Complexity of Unit in terms of Size and Scope

- Undergraduate instruction
- Graduate instruction
- Postgraduate instruction
- Evening and/or fourth quarter instruction
- Cooperative program
- Professional instruction
- Number of degree options
- Number of degree students
- Number of students taught
- Number of faculty (full time/part time)
- Number of volunteers

2. Administrative Responsibilities

- Program management
- Clinical services management
- Budget management (internal/external funds)
- Grant management
- Staff management (including technical and/or support staff)
- Contract management
- Off-campus sites management
- Collaborative program management

3. Recruitment Responsibilities

- Students
- Faculty
- Staff
- Resident/House staff
- Postdoctoral fellows
- Open admissions

4. Liaison Responsibilities

Internal, university	Community leadership
State/Federal agencies	Collaborative program development
Alumni	Public Relations
Professional societies	Development Activities (fund raising)
Industry	

5. College Administrative Responsibilities (as they may be assigned)

APPENDIX 3
University of Cincinnati

Acknowledgement Form - New Faculty Member Initial Meeting with Academic Unit Head

Faculty Member: _____

Academic Unit Head: _____

Academic Unit: _____

Appointment Start Date: _____

Meeting Date(s): _____

Per article 24.2.2 of the current AAUP Collective Bargaining Agreement, a newly hired Faculty Member and their Academic Unit Head must meet within three months of the new Faculty Member's appointment to review expectations and tips for success. Your initials and signature below signifies the items below have been discussed.

(Initials: Academic Unit Head/Faculty Member)

____/____ Prospective and actual performance to date

____/____ Plans for professional growth and development

____/____ Resources available to assist in such efforts

____/____ Academic Unit RPT criteria and procedures

____/____ Academic Unit and College by-laws and policies

____/____ Applicable workload document(s)

____/____ Policies and procedures relative to maintaining visa status (if applicable)

____/____ Suggestions for building a successful dossier

____/____ Mentor assigned (Name: _____)

Faculty Member (Sign): _____

Academic Unit Head (Sign): _____

A report of the meeting and signed acknowledgement form **MUST BE** forwarded to the Dean's Office **within three (3) months of a new Faculty Member's appointment**. Please submit one scanned copy of the report and acknowledgement form per Faculty Member.

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