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COLLECTIVE BARGAINING AGREEMENT
between
UNIVERSITY OF CINCINNATI
and
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
UNIVERSITY OF CINCINNATI CHAPTER

Effective Date: September 1, 2004
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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 Members and Librarians holding unqualified titles of Professor, Associate Professor, Assistant Professor, and Instructor, Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian and Senior Librarian;

1.1.2 All full-time Faculty Members in the College of Medicine who receive their salary through the University;

1.1.3 All persons appointed full-time on an academic year or annual basis who hold qualified Faculty titles including those in field service, clinical, or research series;

1.1.4 All persons 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;

1.1.5 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.

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

ARTICLE 2
ACADEMIC FREEDOM

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

to academic freedom.

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

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

ARTICLE 3
ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

3.1 The AAUP and the University recognize the following:

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

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

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

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

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

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

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

3.6 As teachers, Faculty Members and Librarians encourage the free pursuit of learning in their students. They hold before students the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. To that end, their responsibilities as teachers are not confined to formal instructional

settings but also include accessibility to and engagement with students outside the classroom. Accessibility of Faculty Members includes posting and keeping of office hours convenient to students and availability by appointment. Faculty and Librarians make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

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

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

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

3.10 As members of their community, Faculty Members and Librarians have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to

their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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

ARTICLE 4
NON-DISCRIMINATION

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

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

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

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

ARTICLE 5
AFFIRMATIVE ACTION

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

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

5.3 On or before October 15 of each year of this Agreement, the Affirmative Action Office and/or the appropriate Provost shall distribute to each college dean, library administrator, academic unit head, and to the AAUP copies of the current affirmative action employment policies, procedures, and guidelines. The staff of the Affirmative Action Office and other designated affirmative action coordinators shall be available upon request to assist Faculty Members and Librarians in ensuring compliance with University affirmative action policies and procedures.

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

ARTICLE 6
APPOINTMENTS

6.1 Initial Appointment of Faculty

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

6.1.2 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.

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

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

6.2 Unqualified Faculty Titles

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

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

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

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

6.2.1.4 Instructors shall be appointed for a term of one or

two years and may be reappointed for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.

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

6.2.1.6 Associate Senior Librarians initially shall be appointed for a term of three or five years unless granted indefinite tenure upon recommendation of the Librarians' Reappointment, Promotion, and Tenure Committee. The reappointment of an Associate Senior Librarian at the expiration of an initial five-year or second three-year term shall be accompanied by a grant of tenure. Tenure also may be granted prior to the expiration of a term appointment. Promotions to the rank of Associate Senior Librarian or above shall be accompanied by a grant of tenure.

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

6.2.1.8 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.

6.2.1.9 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.

6.2.2 In the letter offering initial appointment, notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions shall in each case be given in writing to the appointee by the Dean or Administrator. No credit for previous service may be granted toward the probationary period without the prior written approval of the Dean and the Provost as specified in the appointment letter. Such credit, if granted, is irrevocable. For all appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment, except as stated in 6.2.2.1.

6.2.2.1 In the College of Medicine, all tenure track Faculty Members in clinical departments with clinical responsibilities requiring licensure/certification shall have a ten (10) year probationary period. Clinical departments include all departments within the College of Medicine except for Cell Biology, Neurobiology and Anatomy, Pharmacology and Cell Biophysics, Molecular and Cellular Physiology, and Molecular Genetics, Biochemistry and Microbiology. No Faculty Member who has been denied tenure and whose probationary period has expired shall be entitled to a second tenure review.

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

6.2.4 Any College of Medicine tenure track Faculty Member in a clinical department with clinical responsibilities requiring licensure/certification may transfer to a qualified (non-tenure track) title prior to the latest date for submission of tenure dossier to the first level of review as provided in Article 7, with the approval of both the academic unit RPT committee

and academic unit head. The academic unit head shall forward the Faculty Member's request along with the required endorsements for the Dean's and Provost's approval. Within 30 days of receipt of the Provost's approval, the Faculty Member may withdraw the transfer request and revert to his or her previous tenure track position.

6.2.5 Any College of Medicine Faculty Member, with clinical responsibilities requiring licensure/certification who is denied tenure and who is in a clinical department may leave the tenure track, subject to the approval of the academic unit head, Dean and Provost, for a qualified title appointment without tenure. If the Faculty Member accepts the qualified title appointment, normal University recruitment and hiring procedures shall be waived.

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

6.2.7 A Faculty Member who accepts an appointment elsewhere shall promptly give notice to the Dean or administrator. If the resignation is effective at the end of the academic year, notice should be given no later than May 15. The Dean or administrator may waive this requirement for emergencies, and the Faculty Member should conform to that decision. A Librarian should give written notice at least thirty (30) days prior to leaving the employ of the University. This paragraph shall not apply to a Faculty Member who has received notice of termination pursuant to Article 28, or to Article 29 of this Agreement.

6.2.8 There shall be no tenure quotas in any college or academic unit or in the University as a whole.

6.3 **Termination of a Faculty Member**. After probation, a Faculty Member must be terminated or granted indefinite tenure. Tenure is achieved only by grant of the Board and only in accordance with Article 7. Termination of an appointment with tenure, or of a probationary or qualified title appointment before the end of the specified term shall occur only for adequate cause (see Article 9)

except in the case of retirement or because of financial exigency declared by the Board, pursuant to Article 28 or because of elimination of a program, academic unit, college, or library, pursuant to Article 29.

6.4 Qualified Faculty Titles

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

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

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

6.5 Initial Appointment of Library Faculty

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

6.5.2 The selection and initial appointment of Librarians shall be based on the recommendation of search committees. Such 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.

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

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

6.5.2.3 Search committees shall elect their own chairs.

6.5.3 In those instances in which a search committee and the Library Administrator cannot agree on the appointment recommendations, the matter shall be referred to the search committee either for reconsideration or for a further search and recommendation.

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

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

6.6 Changes in a Librarian's Job Description. When considering changes in a Librarian's job description, the Library Administrator

will continue the practice of consulting the incumbent in a position and all other appropriate supervisors. Consultation will address workload and additional compensation where appropriate. Consultation means participation at least 30 days prior to the decision being made.

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

7.1 Shared Responsibility.

7.1.1 Evaluation meetings. Within three months of a new Faculty Member's appointment and annually thereafter, the appropriate academic unit head shall meet with each non-tenured Faculty Member to review the Faculty Member's prospective and actual performance, plans for continued professional growth, and RPT criteria and procedures. The academic unit head and the Faculty Member share responsibility for these meetings.

7.1.2 Summary statement. Each meeting shall conclude with joint preparation of a written summary of the discussion. Either party may submit in writing any differing opinions about the content of the summary statement that shall become part of the summary statement. The summary statement shall be part of the personnel file maintained by each academic unit and a copy of the statement shall be given to the Faculty Member.

7.1.3 Delegation. If necessary, the academic unit head, with approval of the Dean, may delegate these duties appropriately; however, final responsibility shall remain with the academic unit head.

7.2 Board Authority

7.2.1 The granting of tenure or promotion to the rank of Professor as set forth in Article 6 shall be determined by the Board upon recommendation of the President after the recommendations set forth in this Agreement have been made. All other promotions, initial appointments and reappointment decisions shall be made by the President after the recommendations set forth in this Agreement have

been made. Any person (excluding Instructors, Beginning or Assistant Librarians) promoted to a higher rank shall receive indefinite tenure in the higher rank unless otherwise provided in the terms of the promotion. Reappointment, promotion, or tenure cannot be awarded on the basis of a clerical error.

7.3 Layered Responsibilities for Review

7.3.1 RPT recommendations and the length of each reappointment shall be initiated by the academic unit based upon criteria and procedures developed by the members of the academic unit. These recommendations shall be forwarded by the academic unit head to the College RPT Committee (or equivalent committee or Dean); from the College RPT Committee, or equivalent committee, to the Dean or appropriate administrator; and from the Dean or administrator to the Provost. At each level, the review committee or administrator shall assess the sufficiency of the dossier and the conformity of the review process to established criteria and procedures and may remand the dossier to a previous level of review for appropriate action.

7.3.2 Each academic unit, college, or library jurisdiction shall publish the responsibilities of the academic unit, college, or library jurisdiction and the responsibilities of the candidate for developing dossiers. The academic unit head, Dean, or administrator, as appropriate, shall be responsible for initiating and completing in sufficient time those parts of a candidate's dossier required by the RPT procedures and criteria (*e.g.*, external reviews, administrative summaries of teaching evaluation, etc.) for which the candidate is not responsible to ensure a timely and fair evaluation of the candidate.

7.3.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. This information and documentation shall be provided to: the academic unit RPT committee; the college RPT committee; or the librarians' RPT committee by the date specified by the appropriate committee.

7.3.4 For the Department of Biomedical Engineering, the academic unit shall initiate RPT recommendations. The academic unit head shall forward these recommendations to the combined Ad Hoc Biomedical RPT Committee of the Colleges of Medicine and Engineering that will be comprised of three (3) members of the College of Medicine RPT Committee selected by the Chair of the College of Medicine RPT Committee and three (3) members of the College of Engineering RPT Committee selected by the Chair of the College of Engineering RPT Committee. The combined Committee will make recommendations to the Deans of the Colleges of Medicine and Engineering, who will make recommendations to the Provosts for Health Affairs and for Baccalaureate and Graduate Education. The Deans and the Provosts will rotate responsibilities for RPT on a yearly basis as follows: in even-numbered years, the Dean of the College of Engineering and the Provost for Health Affairs will make all decisions regarding tenure and promotion to the rank of Professor, and the Dean of the College of Medicine and the Provost for Baccalaureate and Graduate Education will make all other RPT decisions as necessary. These roles will be reversed in odd-numbered years.

7.4 Review Process

7.4.1 The candidate has primary responsibility for the development of the dossier submitted for review. Each dossier shall be covered by the approved "File Checklist".

7.4.2 All information received and considered in making recommendations regarding reappointment, promotion, or tenure, at any level becomes part of the candidate's dossier. All material added or attached to a candidate's dossier after it leaves the candidate's hands shall be routinely copied to the candidate at the time said material is added or attached. The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in or added to the file.

7.4.3 If new material bearing on the substance of a prospective decision becomes available during the review process, the

candidate, academic unit head, Dean, or appropriate administrator may add such material to the dossier until the appropriate Provost renders his or her recommendation. The candidate shall be provided with a copy of any information or document added to the dossier.

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

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

7.4.6 The recommendation from an academic unit shall be given serious consideration, and no committee or administrator shall make a different recommendation except for substantial reasons stated in writing. When a review committee, Dean, or administrator recommends contrary to the academic unit, the academic unit shall be notified of the reasons for the contrary recommendation within fourteen (14) days.

7.4.7 Copies of any written recommendation made at each step in the review process prior to the Board's consideration shall be transmitted to candidates for reappointment, promotion, or tenure, simultaneously with transmittal of the dossier to the next level of review. Any negative recommendation must be accompanied by a written statement of reasons.

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

reconsideration is being requested. The individual or committee making the first negative recommendation shall make a good faith effort to maintain the recommendation at that level pending the candidate's right to reconsideration. However, failure to do so shall not be cited as a process violation in any resulting grievance. No further evaluation of or recommendations concerning the candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Subsection 7.4.10 herein.

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

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

7.4.10.1 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.

7.4.10.2 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 October 1 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.

7.4.10.3 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 March 1 of the appointment's penultimate year; notice of the recommendation of the Provost is due to the candidate by August 31 of the penultimate year, or at least 12 months in advance of the appointment's end date.

7.4.11 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.

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

REVIEW DEADLINES (EXCLUDING COLLEGE OF MEDICINE)

Latest Date Submission of Dossier to first Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation of the Provost to the President or Board of Trustees
REAPPOINTMENT		
January 1 (7.4.10.1) (1st year of initial 1-year appointment)	February 1	March 1
October 1 (7.4.10.2) (2nd year of initial 2-year appointment or second 1-year appointment)	November 15	December 15
March 1 (7.4.10.3) (2nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	May 1	September 1
PROMOTION		
November 1 (7.4.11)	February 1	Normally by June 15
TENURE		
November 1	February 1	Minimum of 12 months in advance of expiration of probationary period

REVIEW DEADLINES FOR COLLEGE OF MEDICINE

Latest Date Submission of Dossier to first Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation of the Provost to the President or Board of Trustees
REAPPOINTMENT		
December 1 (7.4.10.1) (1st year of initial 1-year appointment)	February 15	March 15
September 15 (7.4.10.2) (2nd year of initial 2-year appointment or second 1-year appointment)	December 1	January 1
March 1 (7.4.10.3) (2nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	July 20	September 1
PROMOTION		
November 1 (7.4.11)	May 1	Normally by June 15
TENURE		
November 1	May 1	Minimum of 12 months in advance of expiration of probationary period

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

7.5 Criteria and Procedures for Reappointment, Promotion and Tenure

7.5.1 RPT recommendations shall be based upon criteria related to the responsibilities and functions of the candidate's academic unit or library jurisdiction.

7.5.2 RPT criteria shall be established by each academic unit and library jurisdiction, subject to written approval by the Dean or Library Administrator, and the Provost. (Each academic unit shall review its RPT criteria and procedures at least once every five years. When revisions are made or existing criteria are reaffirmed, as the result of a review, the academic unit's new or reaffirmed RPT criteria and/or procedures shall be subject to the written approval of the Dean or Library Administrator and the Provost. Failure to conduct this periodic review shall not be a grievable matter.)

Academic recommendations at all levels of evaluation shall be based on approved RPT criteria. The recommendations of the Provosts, and the President, and the decisions of the Board, to the extent that they are concerned with academic performance, shall also be based on these criteria. In individual cases, the committees, appropriate administrators, or the Board shall consider the recommendations of the preceding committees or appropriate administrators, but will make an independent determination based on the same criteria.

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

7.5.4 The academic unit head or Library Administrator will notify all members of the academic unit of the RPT criteria upon appointment or when changes occur.

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

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

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

7.5.8 If the budget restraint or program need can only be resolved by adversely affecting a Faculty Member, the Faculty Member so affected shall be notified, no later than fifteen (15) 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.

7.5.9 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.

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

7.6 Rules of Committee Procedure

7.6.1 All RPT committees shall be standing committees.

7.6.2 Only full-time University Faculty Members, or those granted full-Faculty status by the academic unit, shall serve on the RPT committees.

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

7.6.4 RPT Committees at the Academic Unit Level.

7.6.4.1 Composition. Each academic unit's RPT Committee shall be composed of members as defined in 7.6.2 above. Deans, associate deans, assistant deans, assistants to the dean, and academic unit heads may not serve on the Committee. The chairperson shall be selected by the Committee from its members. If an academic unit has fewer than four full-time tenured Faculty Members, it must select by democratic means additional Committee members from full-time Faculty of the college, or from related disciplines in other colleges of the University. If the committee membership has been supplemented, the chairperson must be a member of the academic

unit. Except for these requirements, the Faculty of the academic unit shall decide by democratic means the Committee's structure, size, and method of selection.

7.6.4.2 Committee Responsibilities. The Committee shall forward to the College RPT Committee or to the Dean, through the academic unit head, the candidate's file and the academic unit's recommendation regarding reappointment, promotion, or tenure.

7.6.4.3 Academic Unit Head Responsibilities. The academic unit head shall submit an independent recommendation to the College RPT Committee or to the Dean.

7.6.5 College RPT Committee

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

7.6.5.2 In colleges without academic units, the RPT Committee shall be composed of the Faculty of the college, with the exception of the Dean, associate deans, assistant deans, and assistants to the dean. The Committee shall select a chairperson from its members. Except for these requirements, the Committee shall democratically determine its structure, size, and method of selection.

7.6.5.3 College Committee Responsibilities. The Committee shall review and consider academic unit and academic unit head recommendations for reappointment, promotion, and tenure. The Committee shall forward its recommendation and

the candidate's file to the Dean.

7.6.5.4 Dean's Responsibilities. The Dean shall submit an independent written recommendation to the Provost.

7.6.6 Librarians' Reappointment, Promotion, and Tenure Committee

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

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

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

7.7 Except as provided in Section 11.12, these procedures apply to all

academic units and colleges.

7.8 This Article shall not prevent the more rapid advancement of persons of exceptional ability whose accomplishments and value justify earlier promotion or grant of tenure.

ARTICLE 8
GRIEVANCE PROCEDURES

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, including, but not limited to, violation of academic freedom (Article 2), any form of prohibited discrimination (Article 4), failure to follow RPT procedures or criteria (Article 7), or improper discipline or dismissal of a Faculty Member (Article 9).

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

8.2 **University Faculty Grievance Committee.** The UFGC shall hear grievances under this Article and conduct Article 9 Dismissal for Cause hearings. The University Faculty Grievance Committee ("UFGC") shall be composed of a pool of fourteen (14) Faculty Members elected as follows:

One Faculty Member from the College of Arts and Sciences;

One Faculty Member from the College of Nursing, Pharmacy or Allied Health Professions;

One Faculty Member from two-year colleges (Clermont, Raymond Walters);

One Faculty Member from the Libraries of the University;

Two Faculty Members from West Campus professional colleges

(OCAS, CBA, CCM, DAAP, Education, Engineering, Law, or Social Work);

Four Faculty Members from the College of Medicine, at least one of whom is untenured (when elected);

Two untenured (when elected) at large Faculty Members; and

Two tenured at large Faculty Members.

8.2.1 Nominations for membership on the UFGC, 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 May meeting of the University Faculty. Additional nominations may be made from the floor at the meeting.

8.2.2 Members of the UFGC shall be selected by secret ballot of the Faculty Members by an election held at a single polling place in each college or library jurisdiction on a day designated by the Faculty Senate Chairperson as soon as practicable after the May meeting.

8.2.3 The term of office of UFGC members shall be two (2) years, commencing July 1. Any interim vacancies shall be filled by appointment by the Faculty Senate Chairperson until the next May University Faculty meeting. After two (2) consecutive terms on the UFGC, a member may not serve another term until after an interval of two (2) years.

8.2.4 The UFGC shall elect its own Chair and Vice-Chair who shall serve for terms of one (1) year. UFGC officers may succeed themselves.

8.2.5 The UFGC Chair shall be allowed release time pursuant to Article 23. The Chair may, alternatively, request funds equivalent to this release time to use for staff support to the Committee.

8.3 Type A Grievances: Reappointment, Promotion, and Tenure Grievances

8.3.1 Definition. A Type A grievance involves complaints regarding RPT processes of the University including a decision not to reappoint, promote, or grant tenure to a Faculty Member who alleges that:

8.3.1.1 Academic freedom violations are significantly connected with the decision; or

8.3.1.2 Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner (the term "procedures" as used in this Section includes the requirements of Sections 6.2 and 6.5 and Article 7, as they apply to the candidate, excluding the merit or lack of merit, or the weight or substantiality of the reasons, judgments, or substantive determinations by administrators or committee involved with RPT recommendations); or

8.3.1.3 A negative recommendation by a Provost has followed positive recommendations by (1) the academic unit, (2) the college or library jurisdiction, and (3) the Dean or administrator, and is arbitrary and capricious.

8.3.2 Filing Type A

8.3.2.1 Type A grievances can be filed only within twenty-one (21) days after the receipt of the Provost's negative recommendation.

8.3.2.2 The grievant shall present the University Faculty Grievance Committee ("UFGC") Grievance form to the AAUP office with copies to the respondent(s), the UFGC Chair, the Provost, and the Dean or administrator.

8.4 Type B Grievances

8.4.1 Definition. A Type B grievance is any alleged violation of this Agreement, except those involving reappointment, promotion, or tenure. This includes:

(1) Claims of discrimination or harassment prohibited by Article 4.

(2) Grievances about proposed disciplinary action (including dismissal) against a Faculty Member, including allegations of substantive or procedural violations of Article 9.

(3) Grievances brought by the AAUP on behalf of a class of Faculty Members.

(4) All other grievances between a Faculty Member and the Administration covered by this Article and not restricted by this Agreement, including the claim by a part-time Faculty employee of erroneous exclusion from the bargaining unit.

8.4.2 Filing Type B

8.4.2.1 Prior to requesting mediation for a Type B grievance other than discipline or dismissal the Faculty Member must attempt to resolve the complaint with the appropriate University Contract Administrator within thirty (30) days of knowledge of the incident causing the complaint. The names and phone numbers of the University Contract Administrators for the East and West campuses are available from the Provosts' offices and from the AAUP office. If this attempt at resolution fails, the University Contract Administrator will notify the Faculty Member in writing that s/he must file a "Request for Mediation" if s/he wishes to proceed with a grievance. A Type B grievance other than discipline or dismissal can be filed only after mediation has failed to resolve the complaint. A complaint involving discipline or dismissal will be submitted to mediation unless both Parties mutually agree to waive the mediation process.

8.4.2.2 The complainant has ten (10) days from the waiving or closing of mediation to file a grievance with the UFGC. The grievant shall present the University Faculty Grievance Committee ("UFGC") Grievance form to the AAUP office with copies to the respondent(s), the UFGC Chair, the Provost, and

the Dean or administrator.

8.4.3 Filing for Mediation

8.4.3.1 Filing Deadlines. The Faculty Member (complainant) must file for mediation with the appropriate AAUP representative or the appropriate college or provostal representative within ten (10) days of a notice of proposed discipline or within twenty-one (21) days after receiving notification from the University Contract Administrator that the informal attempt at resolution was unsuccessful.

8.4.3.2 Filing Procedure. To file for mediation, the Faculty Member must contact the office of the AAUP, Dean, or Provost, as appropriate, to obtain and to file a Request for Mediation form. The mediation begins when the Faculty Member timely signs and files the Request for Mediation form.

8.4.3.3 Mediation Team Composition. Each team shall consist of one person appointed by the AAUP and one person appointed by the University Contract Administrator.

8.4.3.4 Training and Service. All persons assigned mediation duties should receive formal training in mediation processes. Any person serving on a mediation team may serve on more than one mediation team.

8.4.3.5 Conduct of Mediation. The mediators shall have thirty (30) days after their appointment to resolve the complaint. During that period, the mediators shall have access to persons and information appropriate to speedy resolution. The mediators may meet with the complainant and respondent separately or in a group and if resolution occurs, they shall sign an agreement identifying the remedy. The mediators 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 mediation teams shall be destroyed.

8.4.3.6 Mediation Responsibility. The complainant and the Respondent shall be available to meet at the mediators' request during the thirty day mediation period. A complainant who is not available to meet during the thirty day period, for the time deemed necessary by the mediation team to reach resolution, forfeits the right to mediation. If mediation cannot be completed within thirty (30) days, extensions may be granted by the Parties.

8.4.3.7 Implementation of Resolution. The mediators shall notify the Parties whether the complaint has been resolved. If the resolution requires some action by the Dean or Provost, they will have fifteen (15) days to begin implementation. If implementation does not begin within that period, or in the time period stated in the mediation resolution, the complainant shall have ten (10) days following that period to file a grievance with the UFGC.

8.5 Grievance Hearing Statements. The UFGC discourages proliferation of grievance claims and rebuttals that are not supported by facts. The UFGC also discourages excessive documentation. Hearing statements should generally be no more than ten (10) pages in length and should have no more than thirty (30) documents attached.

8.5.1 Grievant's Hearing Statement. Within thirty (30) days after filing the UFGC Grievance form, the grievant must submit to the respondent, the UFGC, and other parties listed on the UFGC Grievance form, a hearing statement or brief. This statement should: incorporate the information contained on the UFGC Grievance form; outline the precise grounds for the grievance; summarize the issues; the supporting facts, and the relief requested; and include copies of relevant documents or other supporting materials.

8.5.2 Respondent's Hearing Statement. Within thirty (30) days of receipt of the grievant's statement, the respondent(s) must submit a hearing statement or brief, responding to each issue addressed in the grievant's hearing statement

and providing relevant documents and other supporting materials to the grievant, the UFGC, and other parties listed on the Grievance form.

8.5.3 At least one week before the hearing the grievant may submit additional materials and documentation responding to specific issues in the respondent's hearing statement. The respondent(s) may submit rebuttal materials within four (4) days thereafter.

8.6 UFGC Committee Procedure

8.6.1 The Chair or the Vice-Chair of the UFGC may chair a grievance hearing. Hearings may proceed as long as a quorum is present.

8.6.2 Five (5) Members of the UFGC shall constitute a quorum. In Type A grievances at least one Member shall be non-tenured or have been non-tenured when elected to the UFGC. When considering grievances at least two (2) Members shall be from the campus (East or West) where the grievance originated.

8.6.3 The UFGC shall hold a full evidentiary hearing on each grievance properly filed (including the hearing statement) and accepted.

8.6.4 The UFGC may appoint a fact-finding panel to gather information in preparation for a hearing.

8.6.5 The UFGC Chair should consult with the AAUP or other representative of the grievant and the representative of the respondent to set a date for the grievance hearing.

8.6.6 The Committee shall take and file a written transcript or tape recording of its proceedings.

8.6.7 The Grievant and any Respondent who is not an administrator should be present at the hearing. In the event that a Grievant names as a Respondent one or more administrators, including Department Chairs, the University Contract Administrator will make such persons available at the hearing on reasonable notice to respond to questions

posed by the Grievant or the UFGC.

8.6.8 Grievants and respondents are entitled to representation and are entitled to present and cross-examine witnesses.

8.6.9 Each UFGC case file shall include copies of all correspondence, the tape and/or transcript of the hearing, the UFGC recommendation, the findings of any ad hoc committee, and the President's disposition. The UFGC file shall be kept in the Faculty Senate office.

8.6.10 The Committee shall notify all parties listed on the Grievance form of its findings and recommendations which shall be kept in the Committee's file.

8.6.11 The UFGC may, by a vote of one more than a majority of its members, reject any grievance except a dismissal for cause. The UFGC shall provide the grievant a written statement explaining its refusal to accept the grievance. The grievant may seek reconsideration of such decision by presenting new evidence to the UFGC within thirty (30) days from receipt of the decision.

8.6.12 In all grievances (other than discipline and dismissals), the burden of proof rests with the grievant. 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.

8.6.13 Within six (6) months from the effective date of this Agreement, the AAUP/UC Joint Committee shall consider alternatives to the UFGC procedures outlined in Articles 8.5.1 – 8.5.3, 8.6 and 9.2 with the intent of developing new procedures that enhance the effectiveness of the process. If adopted by the AAUP and the University, the new procedures shall replace the provisions contained in Articles 8.5.1 – 8.5.3, 8.6 and 9.2 and shall be incorporated into this Agreement by a Memorandum of Understanding.

8.7 Deciding Grievances

8.7.1 Timeline. Except for grievances filed between May 15 and September 1, the UFGC shall conduct a hearing and

transmit its written findings and recommendation to the President within seventy-five (75) days of receipt of the grievance. (If the Grievance form is filed between May 15 and July 1, the UFGC shall make its recommendation by September 30; if filed in July and August, the UFGC recommendation shall be due by October 31.)

8.7.2 The President shall respond in writing to the Committee's recommendation within thirty (30) days of its receipt, except if the recommendation is received between June 1 and September 1, the President shall respond within forty-five (45) days.

8.7.3 Presidential Action

8.7.3.1 If the President accepts the recommendation, the case will be resolved on that basis. If the President rejects or modifies the recommendation in any way, the President shall return it to the Committee with objections specified in writing. The Committee shall have ten (10) days to consider the President's rejection or modification of its decision and forward its written reply to the President. The President shall have ten (10) days to make a final decision and to notify the UFGC.

8.7.3.2 The President may seek advice or counsel. It is improper, however, for anyone to initiate an approach to the President on matters under consideration in the grievance process.

8.7.4 Ad Hoc Review Committee

8.7.4.1 In tenure cases, after a full evidentiary hearing, the UFGC may appoint an Ad Hoc Review Committee to conduct a substantive review. The UFGC, after its review, shall notify the President of its findings and decision to create an Ad Hoc Review Committee. Thereafter, the UFGC Chair shall have thirty (30) days to appoint this Committee, with the concurrence of the Dean or administrator. If the UFGC Chair and the Dean or

administrator fail to concur, either party may request the assistance of the Provost in securing an acceptable committee.

8.7.4.2 The UFGC Chair shall appoint to the Ad Hoc Review Committee Faculty (within or outside the University) in the grievant's discipline. The Ad Hoc Review Committee shall consist of five (5) to seven (7) members, acting by majority vote. The Ad Hoc Review Committee shall consider the grievant's dossier as presented to the Provost, and may seek further evaluation of the candidate. The Ad Hoc Review Committee shall follow all relevant and appropriate criteria, procedures, and guidelines of the grievant's academic unit.

8.7.4.3 The Ad Hoc Review Committee, within sixty (60) days of its formal appointment, shall recommend to the President whether the grievant should be awarded tenure. The President, in considering this recommendation, shall follow the guidelines and time limits in 8.7.2.

8.8 Rights of the AAUP and Administration. The AAUP and Administration shall be notified in advance of each grievance procedure and shall promptly receive copies of all correspondence and decisions regarding the grievance. Decisions shall contain a statement of all issues and their disposition. The AAUP, Provost, or their designated representatives, have the right to attend all hearings or meetings between the grievant and respondent, unless the grievant objects. The AAUP may represent a consenting grievant before the UFGC. No grievance settlement may violate any provision of this Agreement.

ARTICLE 9
DISCIPLINARY PROCEDURES

9.1 Discipline Standards and Procedures

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

appropriate. Any disciplinary action shall be predicated upon a violation of this Agreement or of the University's rules or standards of professional conduct including consistent failure to fulfill responsibilities in the academic unit. Only Administration officials can initiate Article 9 disciplinary proceedings, but anyone, including the academic unit head, may provide the official with information relevant to deciding whether to implement Article 9 proceedings. 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, nothing shall prevent an appropriate University official from commencing a proceeding under this Article 9 for any violation of this contract.

9.1.1 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.

9.1.2 Suspension Pending Investigation. When, in the judgment of the President, the presence of a Faculty Member on University property presents a threat to the health or safety of the Faculty Member or anyone in the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University community, the President may suspend with pay the Faculty Member pending the disposition of the disciplinary process provided in this Agreement. The President may also direct that the Faculty Member be removed and barred from University property.

9.1.2.1 In the event the President is absent from the University, a Provost may exercise the above authority to suspend the Faculty Member with pay and direct that the Faculty Member be removed and barred from University property.

9.1.3 Investigation. When the University has reason to believe an incident(s) has occurred that might constitute grounds for discipline, an appropriate University official shall notify

the Faculty Member involved, by letter, that a formal investigation will take place, unless to do so would compromise the investigation.

9.1.4 Notice. Prior to proposing any disciplinary action, an appropriate University official will meet with the Faculty Member to discuss the charges against the Faculty Member and provide the Faculty Member with an opportunity to present the Faculty Member's case. Before any interview, the Faculty Member shall be advised of the right to be represented and accompanied by an AAUP representative. The appropriate University official shall notify the Faculty Member and the AAUP, prior to the meeting, of the charges and who brought them. The purpose of the meeting is to try to resolve the charges by mutual agreement. The Faculty Member may, in writing, request that the AAUP waive its right to be present at the informal resolution meeting.

9.1.4.1 If the matter is not resolved by mutual agreement at the meeting and the appropriate University official decides to propose discipline, the Faculty Member shall be sent a written statement of the charges and the discipline proposed. The AAUP shall be sent a concurrent copy of that letter.

9.1.4.2 Discipline must be proposed within sixty (60) days after the Faculty Member is notified that an investigation has been instituted.

9.1.5 Authority. The appropriate University official shall have the authority to propose:

9.1.5.1 dismissal of the charge and that no records of the investigation be placed in the Faculty Member's personnel file;

9.1.5.2 a written or oral warning to the Faculty Member;

9.1.5.3 a formal reprimand of the Faculty Member, and that a copy of the reprimand be placed in the Faculty Member's file;

9.1.5.4 other disciplinary actions, including but not limited

to, suspension with or without pay, provided that in no circumstance shall the suspension without pay exceed one academic quarter; or

9.1.5.5 dismissal of the Faculty Member for cause.

9.1.6 Deferral to UFGC Hearing. The appropriate University official will not impose any disciplinary action before the Faculty Member's right to a UFGC hearing has expired or been waived.

9.1.7 The grievance process for disciplinary actions other than dismissal shall be the same as that specified for type B grievances in Article 8.

9.2 Dismissal Process

9.2.1 Dismissal Standards. A Faculty Member may be dismissed only for adequate cause. Adequate cause is a reason related directly and substantially to the professional fitness of the Faculty Member and includes serious professional misconduct, gross neglect of professional duties, incompetence, or moral turpitude.

9.2.2 Formulation of the Charges and Notice. If the appropriate University official proposes dismissal of a Faculty Member and the Faculty Member has waived or exhausted his or her right to mediation, the President, or his or her designee, in consultation with an ad hoc committee of three Faculty Members selected by the UFGC, shall formulate with reasonable particularity the charges that constitute adequate cause for dismissal and shall notify the Faculty Member of the charges. Within 10 days of receipt of this notice, the Faculty Member may demand a UFGC hearing by filing a grievance pursuant to Section 8.4.

9.2.3 Conduct of Hearing. At the UFGC Hearing the charges shall be presented by a representative of the President who may be an attorney. The Faculty Member may also be represented by legal counsel. The Hearing, however, is not considered a court of law, and formal rules of evidence do not apply.

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

9.2.3.2 The hearing panel shall consist of five (5) members of the UFGC.

9.2.3.3 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.

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

9.2.3.5 The Administration shall proceed first. After each Administration witness testifies, the Faculty Member and/or counsel may question the witness.

9.2.3.6 Upon completion of the Administration's presentation, the Faculty Member may proceed. After each Faculty Member's witness testifies, the Administration and/or its counsel may question the witness.

9.2.3.7 Participants shall confine their presentations to facts relevant to the charges.

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

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

9.2.3.10 Other procedures employed at the hearing shall be within the discretion of the Committee but shall ensure that the rights of the Faculty Member and the Administration are protected.

9.2.3.11 Within fourteen (14) days after the hearing, the President, the Faculty Member and the AAUP will be notified of the UFGC decision and will be given a copy of the record of the hearing. AAUP and Administration representatives will act as observers at dismissal hearings in front of the UFGC.

9.3 The decision of the UFGC in a dismissal action shall be final and binding unless the Administration, the AAUP or (if the AAUP declines to appeal to arbitration), the Faculty Member requests arbitration pursuant to Article 32 within fourteen (14) days after receiving notice of the UFGC decision. 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 2004-05 Academic Year. Effective September 1, 2004, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2004, shall have his or her salary increased by $1020. This amount represents an increase equivalent to approximately one and one-half percent (1.5%) of the average salary. In addition, effective September 1, 2004, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2004, shall have his or her salary increased by an amount of one percent (1%) of his or her salary on June 30, 2004.

10.1.2 2005-06 Academic Year. Effective September 1, 2005, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2005, shall have his or her salary increased by $1050. This amount represents an increase equivalent to approximately one and one-half percent (1.5%) of the average salary. In addition, effective September 1, 2005, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2005, shall have his or her salary increased by an amount of one and one-half percent (1.5%) of his or her salary on June 30, 2005.

10.1.3 2006-07 Academic Year. Effective September 1, 2006, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2006, shall have his or her salary increased by $1440. This amount represents an increase equivalent to approximately two percent (2%) of the average salary. In addition, effective September 1, 2006, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2006, shall have his or her salary increased by an amount of one and one-half percent (1.5%) of his or her salary on June 30, 2006.

10.2 Promotional Increase. Each Faculty Member receiving a promotion during the term of this Agreement shall receive an additional increase of two thousand dollars ($2,000) or ten percent (10%) of base salary, whichever is larger. This promotional increase shall follow determination of minimum salaries for the particular academic rank provided in Article 12, Minimum Salaries.

10.3 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.

10.4 Beginning in the second year of this Agreement, the Administration may award a bonus to a Faculty Member on the basis of outstanding individual professional contribution. The AAUP/UC Joint Committee will make recommendations to the President for criteria and procedures for allocating the bonuses.

10.4.1 Such bonus shall be a one-time lump sum payment and not added to the Faculty Member's base salary.

10.4.2 A fund of $500,000 shall be established in each of the last two years of this Agreement. Any money remaining in the fund after the second year shall not be carried forward to the third year. The bonuses shall be disbursed from that fund.

10.4.3 Individual bonuses shall be limited to $2000 per year.

10.4.4 Decisions will be made based on recommendations by the Department Head through the Dean to the Provost.

10.4.5 Bonuses decided upon in individual cases under the provisions of this Article shall not be subject to Article 8, Grievance Procedure.

10.5 The Administration and the AAUP are committed to increasing recruitment and retention of high caliber students, and agree that if joint efforts of both Faculty and Administration result in an increase in enrollment for the Fall Quarter 2006 over the Fall Quarter 2004, according to the following schedule, each member of the Bargaining Unit, who was a member of the Bargaining Unit on June 30, 2006, shall have his or her salary increased by the indicated amount effective January 1, 2007:

Increase of 1000 Undergraduate FTE's on the Uptown Campus: one-half percent (.5%), or

Increase of 2000 Undergraduate FTE's on the Uptown Campus: one percent (1%), or

Increase of 3000 Undergraduate FTE's on the Uptown Campus: one and one-half percent (1.5%), or

Increase of 4000 Undergraduate FTE's on the Uptown Campus: two percent (2%)

Joint contributions to enrollment increases will be assessed by a subcommittee of the Strategic Enrollment Management (SEM) Committee composed of three members appointed by the President and three members appointed by the Faculty Senate. Contributions to be assessed include such indicators as the development of new curricula, new programs, new learning markets and articulation agreements, as well as increases in faculty participation in such retention efforts as advising and first year experience courses. The subcommittee shall issue a report to the SEM Committee no later than Fall Quarter 2006.

ARTICLE 11
COLLEGE OF MEDICINE PROVISIONS

11.1 The AAUP recognizes that certain portions of the compensation

now paid to Faculty Members at the College of Medicine represents compensation for clinical or medical services rather than for academic work.

11.2 The AAUP recognizes that the compensation of these Faculty Members for clinical or medical services shall not be subject to negotiation with the University.

11.3 The University agrees that the portion of the compensation paid to Faculty Members at the College of Medicine which represents compensation for academic work, shall be subject to negotiation with the AAUP.

11.4 This Article is intended to clarify the distinction between compensation for clinical or medical services and compensation for academic work.

11.5 For purposes of this Article, "Clinical Compensation" shall mean that portion of a Clinical Faculty Member's compensation derived from a clinical practice plan, or from other sources, paid in return for clinical or other medical services provided by such Faculty Member.

11.6 For purposes of this Article, "Basic Academic Salary" shall be a benchmark by which actual academic salary is adjusted and shall be determined annually for each Clinical Faculty Member at the College of Medicine, and shall be the average of salaries of the basic science Faculty Members of the College at the same rank. For purposes of this definition, basic science Faculty are those Faculty Members in the Departments of Cell Biology, Neurobiology and Anatomy, Molecular and Cellular Physiology, Molecular Genetics, Biochemistry and Microbiology and Pharmacology and Cell Biophysics.

11.7 The College of Medicine annually shall calculate basic academic salary for Clinical Faculty Members, using the formula described above. Such calculation shall be submitted to the AAUP for review by September 1 of each academic year. Subsequent to AAUP review, the basic academic salary calculations shall be distributed to affected Clinical Faculty Members in the College of Medicine.

11.8 For the purposes of this Article, "Actual Academic Salary" is the Clinical Faculty Member's salary indicated on the Personnel Action

Form (PAF) as of July 1 of each year, excluding administrative stipends, extra service compensation, temporary work level adjustments, and salary derived from practice plan contribution accounts (PPC accounts). Actual academic salary may be higher or lower than basic academic salary.

11.9 If a Clinical Faculty Member's compensation from a clinical practice plan is reduced so that his or her total compensation from both his or her University paycheck and his or her clinical practice plan is less during a contract year than his or her Actual Academic Salary, then such Faculty Member shall receive from the University additional compensation to assure the receipt of total compensation equal to the Actual Academic Salary during that contract year.

11.10 Salary adjustments negotiated by the AAUP shall be applied to the salaries of Clinical Faculty Members as follows:

11.10.1 Actual academic salary, if it is less than the Faculty Member's basic academic salary, shall be adjusted by the same percentage or dollar amount applied to the salaries of all Faculty Members.

11.10.2 Actual academic salary which equals or exceeds the basic academic salary shall be adjusted by an amount equal to the result of the application of the negotiated salary adjustment to the Faculty Member's basic academic salary.

11.11 College of Medicine Faculty Members shall be afforded all the protections of the Agreement between the parties in regard to all matters affecting basic and actual academic salary, hours, terms, and conditions of their Faculty Members' academic employment.

11.12 Employment decisions arising out of medical or clinical activity are not subject to this Agreement, and may not, except for Clinical Faculty with a qualified title, adversely affect academic status. Nothing herein shall restrict the rights of the University to take action against a Faculty Member in his or her academic position where medical or clinical activities affect or relate to qualifications for his or her academic position. However, any actions taken with respect to a Bargaining Unit member's academic position must be taken in full conformance with his or her rights under this contract except that the provisions of Article 7 shall not apply to Clinical

Faculty with a qualified title.

11.13 The AAUP and the University shall establish an internal and neutral review process to consider appeals by Faculty Members concerning the calculation of their basic academic salary. No further appeal may be made concerning the creation of a basic academic salary, or the other terms of this article of the contract.

11.14 Clinical Faculty with a qualified title shall be appointed or reappointed for a minimum term of one year. Each Clinical Faculty Member shall have a written contract setting forth the length of their appointment. The University shall provide notice of non-reappointment to Clinical Faculty Members with a qualified title at least one year in advance of their appointment's end date. However, the written appointment or reappointment contracts of individual Clinical Faculty Members with a qualified title entered into following ratification of this contract may provide for a shorter or longer notice of non-reappointment, to the extent agreed to between the University and the Clinical Faculty Member with a qualified title.

ARTICLE 12
MINIMUM SALARIES

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

Rank	Effective 9/1/2004
Professor	$56,503
Assoc. Professor	$45,991
Asst. Professor	$38,106
Instructor	$32,850
Senior Librarian	$56,503
Assoc. Sr. Librarian	$48,750
Assoc. Librarian	$44,676
Asst. Librarian	$38,106
Beg. Librarian	$32,850

Faculty Members earning a base salary below the effective minima shall move to the new minima and receive any across-the-board increase under Article 10.1 on his or her new minima.

12.2 The minima defined in this Article shall not apply to part-time or Geographic Full-Time Bargaining Unit members or Clinical Faculty at the College of Medicine.

12.3 The minima defined in this Article shall be increased by 2.5% on September 1, 2005 and 3.5% on September 1, 2006.

ARTICLE 13
OVERLOADS, EXTRA COMPENSATION

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

Rank	Per Credit Hour Per Quarter
	Effective 9/1/2004
Professor	$515
Associate Professor	$505
Assistant Professor	$495
Instructor	$485

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 $3,500 to $11,700, 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). That base salary shall be supplemented by a 2/9 supplement for full summer responsibility, 1/9 supplement for partial summer responsibility, or no supplement for no summer responsibility as recommended by the Dean and approved by the Provost.

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

ARTICLE 15
ADDITIONAL COMPENSATION

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

ARTICLE 16
MEDICAL, DENTAL, LIFE AND DISABILITY INSURANCE

16.1 The University shall provide for Bargaining Unit members the Choice Benefits Plan authorized under Section 125 of the Internal Revenue Code and subject to all federal, state and local tax laws and any changes which may occur therein. 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 quarter, during which Bargaining Unit members may revise their elections for the coming year. However, a Bargaining Unit member may revise his or her election upon a change of family status as provided under the plan and federal law. Bargaining Unit members must make family status changes within thirty-one (31) days of the event for coverage to be effective as of the date of the family status change. For new employees, a good faith effort will

be made to have coverage effective the first day of employment, however, coverage shall be effective not later than the first day of the month following thirty (30) days after appointment.

Not later than ten days prior to the expiration of the open enrollment period, each Bargaining Unit member who has not completed an election form will be notified that he or she will automatically be placed in the default plans if the form is not completed and returned by the end of the enrollment period.

16.2 Medical Insurance. Bargaining Unit members may select any one of the two (2) following Health Insurance Plans:

Preferred Provider Organization (PPO)
Health Maintenance Organization (HMO)

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

Insurance coverages will remain at least equivalent to those in the 1995-1998 Agreement, except as modified herein.

16.2.1 Preferred Provider Organization (PPO). The Preferred Provider Organization distinguishes between network and non-network providers with network providers having contracts with the PPO. The participant may elect to use non-network providers, in which case the annual deductible of $200 per person and $400 per family applies.

Once the deductible is met, the plan pays 80% and the participant pays 20% of eligible non-network expenses to an out-of-pocket limit, including the deductible, of $1,100 per person and $2,200 per family each calendar year. The University will provide mail order prescription access. Co-payments for mail order prescriptions, ninety (90) day supply, will be $16.00 for each generic, $30.00 for each brand/non-generic and $60.00 for each non-formulary, non-generic or non-formulary, generic. The employee co-payment for prescription drugs will be $8.00 for each

generic prescription, $15.00 for each brand/non-generic prescription and $30.00 for each non-formulary, non-generic or non-formulary, generic prescription. A $15.00 co-payment will be required for each in-panel office visit/medical treatment received by PPO participants. A $75.00 co-payment will be required for each emergency room visit.

Effective January 1, 2004, Bargaining Unit members shall make the following monthly pre-tax contributions for the PPO:

Single	$22.52
Double	$45.04
Family	$59.72

Effective January 1, 2005, Bargaining Unit members shall make the following monthly pre-tax contributions for the PPO:

Single	$24.77
Double	$49.54
Family	$66.69

Effective January 1, 2006, Bargaining Unit members shall have their monthly pre-tax contributions for the PPO adjusted by a percentage equivalent to the percentage increase or decrease of the University's costs of the plan for the AAUP group for 2005 as compared to 2004.

Effective January 1, 2007, Bargaining Unit members shall have their monthly pre-tax contributions for the PPO adjusted by a percentage equivalent to the percentage increase or decrease of the University's costs of the plan for the AAUP group for 2006 as compared to 2005.

16.2.2 Health Maintenance Organization (HMO). The Health Maintenance Organization covers preventive care as well as treatment of illness or injury. An HMO has contracts with a network of providers and the participant must use HMO providers for all non-emergency situations in order for the services to be covered expenses. Prescription drugs are covered with a co-payment of $5.00 per generic formulary prescription at pharmacies specified by the plan, $10.00 per non-generic formulary prescription at pharmacies specified by

the plan and $20.00 per non-formulary, non-generic or non-formulary, generic prescription at pharmacies specified by the plan. Co-payments for mail order prescriptions, ninety (90) day supply, will be $10.00 for each generic, $20.00 for each brand/non-generic and $40.00 for each non-formulary, non-generic or non-formulary, generic. A $10.00 co-payment will be required for each office visit/medical treatment received by HMO participants. A $50.00 co-payment will be required for each emergency room visit. Coverage for Speech, Physical and Occupational Therapy will be sixty (60) visits per calendar year.

Effective January 1, 2005, Bargaining Unit members shall make the following monthly pre-tax contributions for the HMO:

Single	$9.47
Double	$18.93
Family	$29.35

Effective January 1, 2006, Bargaining Unit members shall have their monthly pre-tax contributions for the HMO adjusted by a percentage equivalent to the percentage increase or decrease of the University's costs of the plan for the AAUP group for 2005 as compared to 2004.

Effective January 1, 2007, Bargaining Unit members shall have their monthly pre-tax contributions for the HMO adjusted by a percentage equivalent to the percentage increase or decrease of the University's costs of the plan for the AAUP group for 2006 as compared to 2005.

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 $50 may be received as cash in the paycheck by the Bargaining Unit member or applied to the cost of other benefits.

16.2.4 Default Coverage. If the Bargaining Unit member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan -- HMO, single coverage. If the Bargaining Unit

member is re-enrolling and does not return an enrollment form by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan. There is no lifetime dollar limit in the PPO Access or the HMO plan.

16.2.5 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. Any Faculty Member enrolled in the HMO will be enrolled in the PPO, without additional cost, during this period.

16.3 Dental Insurance. Dental Insurance Plan coverages are available for an individual employee or family (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse and unmarried dependent children under age 19. Unmarried children between 19 and 25 are eligible dependents if they are full-time students. Bargaining Unit members may select any one of the three (3) following Dental Insurance Plans.

16.3.1 Basic Plan. All services are subject to an annual deductible of $25 per person and $75 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is not covered.

16.3.2 Ortho Plan. All services are subject to an annual deductible of $25 per person and $75 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is covered for unmarried dependent children under age 19 at 50% of covered services up to a lifetime maximum of $1,000 per person. The orthodontia coverage is provided at cost on a pretax basis. If a

Bargaining Unit member does not elect Option 2 when first available, there is a two (2) year waiting period for orthodontia benefits.

16.3.3 Waiver of Dental Coverage. Bargaining Unit members may elect to waive dental coverage and receive a monthly credit of no less than $18.00, which may be received as cash in the paycheck or may be applied to the cost of other benefits.

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

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

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

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

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

Bargaining Unit member is re-enrolling and does not return an enrollment form by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

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

Insurance for Spouse	Insurance for Children
No coverage	No coverage
$ 5,000	$ 2,000
$10,000	$ 5,000
	$10,000

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

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

Spousal coverage is equal to 50% of the employee's coverage. Coverage for dependent children is equal to 10% of the employee's coverage.

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

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

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

Evidence of insurability is required if the Bargaining Unit member

does not enroll in long term disability coverage when first eligible; then, coverage becomes effective upon acceptance by the insurance company.

Participants in the Expanded TIAA retirement plan receive retirement annuity coverage regardless of the LTD option chosen.

16.8 **Health Care Account.** Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by 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, except mileage and parking. 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. Assuming no negative balance, any excess funds attributable to Bargaining Unit members, at the end of a calendar year, will be applied to enhance wellness programs (e.g., the Employee Assistance Program), for the benefit of Bargaining Unit members.

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

16.10 **Long Term Care Insurance.** Bargaining Unit members may purchase group long term care insurance, on an after-tax basis, which provides for skilled and custodial nursing care, home nursing care and adult day care. Evidence of insurability is required if the Bargaining Unit member does not enroll when first eligible, and is always required for enrollment of the spouse, parents, or parents-in-law.

ARTICLE 17
SICK LEAVE

17.1 Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) while in active pay status up to a maximum of three-hundred (300) days.

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

17.3 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family.

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

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

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

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

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

17.9 Extended Sick Leave

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

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

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

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

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

A Bargaining Unit member enrolled in the long term disability insurance plan, as described in Article 16, and who is unable to perform his or her assignments following

the initiation of a continuing illness or injury, is eligible to apply for benefits under the terms of the long-term disability insurance plan. Long-term disability need not go into effect until accumulated sick leave days have been exhausted.

17.10 Medical Leave Without Pay

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

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

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

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

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

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

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

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

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

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

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

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

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

17.12 Continuation of Benefits. A Bargaining Unit member who is approved for long-term disability benefits, may continue to

participate in University medical and dental benefits, after release from the University, by payment of the costs thereof, unless these benefits are provided through STRS, OPERS, City Retirement, or a government agency.

17.13 Payment for Accrued Sick Leave at Retirement

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

17.13.2 Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave credit up to a maximum of sixty days. Any Bargaining Unit member who meets the age and service requirements above, with three hundred (300) or more days accrued as of December 31, 1989, shall automatically access this benefit upon retirement.

17.13.3 Payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in Subsection 17.13 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 17.13.

ARTICLE 18
RETIREMENT PROCEDURE AND PROGRAMS

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

18.2 Retirement Programs

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

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

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

University 15.75%	Bargaining Unit Members 7.0%

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

On the first $8,000 of salary
University 12.75% Bargaining Unit Member 6.35%

On salary between $8,000 and $16,500
University 16.25% Bargaining Unit Member 10.35%

On salary over $16,500
University 10.50% Bargaining Unit Member 6.80%

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

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

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

18.2.3.3 Survivorship Insurance. The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees. The Managing Board

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

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

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

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

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

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

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

18.4 Medical Benefits to Previous Early Retirees. The University will continue to provide retirees in the Early Retirement Programs existing in prior contracts with the Medical Benefits available to

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

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

18.6 The agreement between the parties regarding settlement of the ARP arbitration shall be included in this Agreement as a Memorandum of Understanding.

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

19.1 Personal Leave

19.1.1 Bargaining Unit members may at any time submit a written request to their academic unit head for a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs. The leave may include the option of reduced responsibilities, for which the person on leave will be compensated proportionally.

19.1.2 The request shall state the reason for and precise term of the leave. Upon recommendation by the academic unit head, approval of the Dean or appropriate administrator, a leave of absence without pay may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within

fourteen (14) days of the Provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.

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

19.1.4 A person on personal leave shall have the right to participate in any or all benefits, except for retirement, for which he or she would have been eligible if not on leave. These benefits shall be provided upon payment by the individual of the full costs thereof. Payment arrangements must be made with the benefits division.

19.2 Child-Rearing Leave

19.2.1 A Bargaining Unit member may request a Child-Rearing Leave of Absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the academic unit head normally at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the academic unit head, and subject to the concurrence of the Dean or appropriate administrator, a Child-Rearing Leave may be granted by the appropriate Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) days of the Provost's receipt of the request. Extensions of Child-

Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

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

19.2.3 A person on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or one academic quarter (10 weeks), whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on Child-Rearing Leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2.4 A tenure-track faculty member who is in the probationary period and who has substantial responsibility for the care of a newly born infant or a newly adopted child under the age of five may request an extension of the seven-year probationary period of up to one year for each event of birth or adoption, provided that all time off the tenure clock totals no more than two years during the probationary period. 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 Winter

Quarter 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 Four Quarter Appointments.

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

19.3.2 After one year of service, Faculty Members on Four Quarter 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.

ARTICLE 20
SPECIAL OR EMERGENCY LEAVES

20.1 The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement, including for the

adoption of a child. Leaves may be requested by a Faculty Member and granted if supported by the unit head, Dean or Library Administrator, and Provost. The terms and conditions of such leaves shall be mutually approved by the Faculty Member and the Administration.

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 September 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 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, and change of membership) of all members of the Bargaining Unit.

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 sixty-thousand dollars ($60,000), as determined by the University's standard charging practices, reduced by one-half of the

printing and binding costs incurred under Section 21.11 above. AAUP office space will be accessible to all members of the Bargaining Unit including disabled Faculty Members, will be on West Campus, and may be relocated by the University only after notice and discussion with the AAUP. The Office of Employee and Labor Relations will assist the AAUP with keys and access to technology, when necessary.

ARTICLE 22
DUES CHECK-OFF

22.1 The University will deduct from the salary of all members of the Bargaining Unit the AAUP's Chapter, Ohio Conference, and National dues and/or the AAUP bargaining dues assessments, as the case may be, as are from time-to-time authorized, levied, and collected from the general membership of AAUP upon the condition that AAUP furnish the University written authorization duly executed by members of the Bargaining Unit permitting such deductions. Such authorizations consist of a signed payroll deduction form. The AAUP shall furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

22.2 Deductions shall be made in equal monthly installments from the monthly salary due each Bargaining Unit member. The first such monthly deduction will be made within thirty (30) days of notification by the AAUP of the authorization. The University shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

22.3 The University will also deduct and remit to the AAUP such other sums it may be authorized in writing to deduct by the members of the AAUP.

22.4 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.

22.5 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 forty-two (42) quarter hours, or fourteen (14) quarter 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 the Contract Compliance Committee, the Chairperson of the Bargaining Council, Chairperson of the University Faculty Grievance Committee (UFGC), members of the Negotiating Team and Contract Mandated Committees when released time is requested with at least twenty-one (21) days notice through the President of the AAUP to the University Contract Administrator.

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

ARTICLE 24
FACULTY DEVELOPMENT OPPORTUNITIES

24.1 The University and the AAUP recognize that Faculty development is a shared responsibility of Bargaining Unit members and academic administrators. To that end, the University and AAUP pledge to work together to create and support a range of professional development opportunities appropriate to the various colleges, libraries, populations, and academic missions of this institution. The purpose of a development program is to improve

the quality of the teaching, research, and service in individual units and in the University as a whole, by assisting Bargaining Unit members in reaching their full potential as researchers, teachers, and/or as librarians.

24.1.1 A Faculty development program must address needs of Bargaining Unit members at varied stages of their careers. For example, the following purposes may be identified with three distinct needs:

24.1.1.1 relief strategies to facilitate the work of active researchers and engaged, effective teachers and librarians;

24.1.1.2 recharging strategies designed for the researcher/scholar, teacher or librarian in need of stimulation; and

24.1.1.3 redirecting strategies to offer individuals a new start.

24.1.2 Included among development opportunities should be programs on curricular and technological innovation, the RPT processes, leave and grant applications, administrative issues for academic unit heads, and retirement planning.

24.2 Annotated Publication of Faculty Development Resources. To insure that the Faculty of the University may avail themselves of professional development resources, it will be the obligation of the University Faculty Senate, working through its college and library senators and with the academic Vice Presidents and Deans to disseminate an inclusive list of development opportunities available. This will include the types of programs planned, those who may participate, special funding, special focus of awards which are available, etc.

24.3 Faculty Development Programming. Each college and library system will develop a process for planning and implementing annual Faculty development programs. The process will include joint Faculty and administrator involvement. Plans may include workshops, conferences, seminars, or individual counseling to assist Faculty in meeting their professional development goals. Each college and library system will provide information for the resource list compiled by the Faculty Senate.

24.4 Cross-College Opportunities. Among the options that should be available for Faculty development, the AAUP and the University endorse the concept of cross-college opportunities and exchanges, involving this University and others. This sharing of academic resources affords new professional experience to individuals and brings new energy and insight into the academic units involved.

24.5 Special Duty Assignment. 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.

24.6 Professional Travel. The AAUP and the University encourage Faculty participation in activities sponsored by professional organizations. This includes presenting papers at meetings, serving as officers, and attending and participating in general meetings, seminars, and workshops. Bargaining Unit members receive reimbursement for travel expenses in accordance with procedures and criteria established by the governance structure of the appropriate academic unit or library system. Each academic unit or library system will establish in a democratic manner, the criteria and procedures for the allocation of travel funds. These criteria and procedures will be submitted to the Dean or appropriate Library Administrator for approval and subsequently published and distributed to each member of the academic unit or library system. These approved procedures may include a committee elected from the unit to make recommendations to the unit head. Bargaining Unit members are also encouraged to apply for assistance from other sources beyond the unit's travel budget. They should consult the annotated Faculty development resource list published by the University Faculty Senate. University Rules for Reimbursement of Travel Expenses will apply in all cases.

24.7 Professional Development Funds. The University shall provide $500,000 for each of the three years of this contract to fund professional development. Application guidelines and the disbursement of these funds shall be determined democratically by a Professional Development Committee consisting of three (3)

individuals appointed by the Administration, three (3) individuals elected by the Faculty Senate, and the Vice Provost for Faculty Development as ex officio chair. The Committee may also seek advice from others with particular knowledge or expertise, or it may consult with groups such as the University Research Council for advice about decisions.

ARTICLE 25
ACADEMIC LEAVE

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

25.1.1 Academic leave is one of the primary means through which professional development can be encouraged and cultivated for Faculty Members. Academic leave may be granted by the Board on recommendation of the President, 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.

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

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

25.1.3.1 Applications for academic leave for Faculty Members shall be discussed and evaluated by academic-unit-level Faculty Members (and also,

for the College of Medicine only, adjunct, affiliated and volunteer Faculty) according to the following guidelines. Each academic unit shall democratically determine how its review will be conducted. Academic unit level discussion shall address means of implementation of the leave as regards the applicant's teaching responsibilities and supervision of students. Evaluative criteria shall include the quality of the proposal and its potential contribution to the applicant's professional development and academic performance. The applicant's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

25.1.3.2 Academic unit head recommendations of the applications will be submitted to the Dean or appropriate administrator, who will forward all of them, with his or her recommendation, to the Provost. A Faculty Member shall have the right to withdraw a request for academic leave at any time.

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

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

25.1.3.5 The Librarians RPT Committee shall submit a recommendation on all leave applications to the appropriate Library Administrator. The Library Administrator shall forward to the Dean or

Provost, as appropriate, all requests for academic leave with his or her recommendation. A Librarian shall have the right to withdraw a request for academic leave at any time.

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

25.1.4.1 A leave of three (3) consecutive quarters (or 2 semesters as appropriate to the academic unit) at two-thirds academic base salary; or, for those Faculty Members whose service shall consist of seven (7) twelve-month contracts, a leave of four (4) consecutive quarters at two-thirds academic base salary.

25.1.4.2 A leave of two (2) consecutive quarters (or 1 semester as appropriate to the academic unit) at full academic base salary. Faculty Members on 12-month contracts may take eight (8) months of academic leave at full salary.

25.1.4.3 A leave of six months (as appropriate to the academic unit) at full academic base salary, divided into:

2 leaves of 3 months each
3 leaves of 2 months each
4 leaves of 1.5 months each
6 leaves of 1 month each

or any combination of above to total six months. Faculty Members on 12-month contracts may take any combination of one (1) month leaves, consecutive or otherwise, to total eight (8) months.

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

25.2 Guidelines for Academic Leaves

25.2.1 Upon completion of the academic leave, the Faculty

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

25.2.2 A person granted leave shall not, except by permission of the Board on recommendation of the President, accept additional remuneration during the period beyond that paid him or her by the University and any prizes or awards that may be given to him or her.

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

25.2.4 Except where an earlier retirement is approved by the Administration, all leaves shall be granted on the condition that recipients are obligated to return to the University for at least one academic year immediately following the period of leave.

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

ARTICLE 26
PROFESSIONAL LEAVE

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

26.2 Guidelines for Professional Leave

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

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

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

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

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

ARTICLE 27
GOVERNANCE OF THE UNIVERSITY

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

governance bodies and university administrators. Effective shared governance also requires joint responsibility for timely implementation.

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

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

27.2.2 Each college Faculty shall have the right to advise, aid, and counsel the Dean of the college on matters affecting the college and the University, and shall be given sufficient time to do so. Each college Faculty may elect a Faculty committee to exercise the powers of the college Faculty in the interim between its meetings.

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

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

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

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

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

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

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

their option, have an elected committee to exercise the powers of the Librarians in the interim between their meetings.

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

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

ARTICLE 28
RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

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

28.2 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven

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

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

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

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

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

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

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

28.3.5.1 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time Faculty Members shall be released before any full-time, non-tenured Faculty Member is released, unless this would result in a serious distortion of the academic program in which the part-time or fulltime, non-tenured Faculty Members are engaged. Part-time and full-time, non-tenured Faculty Members shall be released before any full-time, tenured Faculty Member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured, and full-time, tenured Faculty Members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time Faculty Member or part-time Faculty Member, preference shall be given to the full-time Faculty Member, unless the part-time Faculty Member's contribution is necessary to the educational program of the academic unit and cannot be provided by a full-time Faculty Member.

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

released.

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

28.3.5.4 Anything in this Article to the contrary notwithstanding:

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

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

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

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

28.5 The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as

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

28.6 The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which Faculty Members and students may present their views. Faculty Members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Subsection 28.3. A recommendation as to Faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

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

Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

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

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

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

be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

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

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

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

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

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

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

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

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

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

discontinuation shall have right to select one non-voting member to the Committee who shall be outside of such program, academic unit, or college.

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

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

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

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

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

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

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

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

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

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

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

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

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

shall be released before tenured Faculty Members in that program, academic unit, or college are released.

29.10 If an appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of 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; 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. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a Faculty Member's normal retirement date.

29.11 Before terminating a tenured Faculty Member or a non-tenured Faculty Member prior to the end of a period of appointment because of discontinuation of a program, academic unit, or college, the University shall endeavor to place the affected Faculty Member in another suitable position in the University. If placement in another position would be facilitated for a tenured Faculty Member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.10 above) such training will be offered provided that no such period of training shall be required if the Faculty Member is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.

29.12 If an appointment is terminated before the end of the period of an appointment, or if a tenured Faculty Member is terminated because of the discontinuation of a program, academic unit, or college, the University may not fill a position in a discipline in which a released Faculty Member is qualified to teach for a period of two years from

the date of termination of service if the Faculty Member is untenured, or for a period of five years from the date of termination of service if the Faculty Member is tenured and is more than one year below his or her normal retirement age at the time of offer of reappointment, 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 UFGC, subject to ultimate review by the Board.

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

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

29.16 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the Librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by Librarians who are

members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the Committee and the Librarian(s) in the library proposed for discontinuation may select one non-voting member to the Committee.

29.17 Before final recommendations are made with respect to the discontinuation of a library, the Committee shall consult with the Faculty Members in the academic unit or college affected by the discontinuation of the library.

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

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

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

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

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

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

29.19 The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Librarians who are members of the Bargaining Unit. In this final recommendation, the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable. The Librarians who are members of the Bargaining Unit shall have twenty-one (21) days

within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the Committee or the Librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

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

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

29.22 Before terminating a Librarian holding tenure or a non-tenured Librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected Librarian in another suitable position in the

University. If placement in another suitable position would be facilitated for a Librarian holding tenure by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.21 above) such training will be offered provided that no such period of training shall be required if the Librarian is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.

29.23 A Librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the UFGC 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 and is more than one year below his or her normal retirement age at the time of offer of reappointment, 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, appointed by the Board, serve at the pleasure of the Board and are subject to appointment and reappointment upon the recommendation of the President. All other academic unit heads serve at the pleasure of the President. Nominations to the President shall be made through the Provost, by the Dean (unless the Dean is the academic unit head) or appropriate administrator, following consultation with an ad hoc committee composed of Faculty and students from the academic unit concerned and related academic units. Faculty from the academic unit and no more than two students from the academic unit shall constitute a majority of the committee, and that majority shall include at least two (2) members of the Faculty democratically chosen by the academic unit concerned. The appointee 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; they shall undergo administrative performance review in the penultimate year of each term before their reappointment.

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

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

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

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

31.2.4 leadership in the promotion of Faculty development that includes provision of adequate resources for colleagues' professional growth and annual Faculty performance review

meetings with all the Faculty. If size and scope of the academic unit necessitate, the academic unit head, with approval of the Dean or administrator, may delegate this responsibility to another academic administrator within the unit;

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

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

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

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

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

31.3 Administrative Performance Review. The administrative performance of academic unit heads shall be reviewed periodically as per Subsection 31.1 above. Not later than the end of the penultimate year of an incumbent's term, a review of the academic unit head's performance shall be undertaken which assures appropriate participation by Faculty in the academic unit. The processes and specific criteria for administrative performance review shall be established for each college by an elected Faculty committee in consultation with and subject to the approval of the Dean or appropriate administrator. The process and timetable for administrative performance review of academic unit heads shall be published in order to assure opportunity for every member of the

Faculty in the academic unit to contribute.

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

ARTICLE 32
ARBITRATION

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

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

Maintenance of Practices.

32.3 The party to this Agreement seeking arbitration or the Faculty Member appealing to arbitration under Section 9.3 shall request a panel of arbitrators from the American Arbitration Association, each of whom shall be a member of the National Academy of Arbitrators. The arbitrator shall be selected by alternately striking from that panel and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

32.5 The fees and expenses for the arbitration between the parties to this Agreement shall be borne equally by the University and the AAUP. If the Faculty Member has brought the appeal under Section 9.3, the fees and expenses of the arbitration shall be paid equally by the Faculty Member and the University.

32.6 Any time limit may be extended by mutual agreement in writing between the Parties.

32.7 Whether the procedures and time limits of an Article have been followed is a procedural issue.

32.8 The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such basis; it does not mean the merits of the argument, recommendation, or decision.

32.9 Anything in this Article notwithstanding, the arbitrator shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure of or to member(s) or prospective member(s) of the Bargaining Unit. In addition the arbitrator shall be subject to the following restrictions:

(1) The arbitrator shall have no authority to add to, subtract from,

alter, change or modify any of the provisions of this Agreement;

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

(3) In grievances concerning promotion in academic rank or the award of tenure, the arbitrator shall only have the power to remand the negative decision being grieved with directions as to procedures to be followed and information to be considered;

(4) The arbitrator shall not render any decision that would result in the violation of this Agreement or a public statute or regulation; and

(5) The arbitrator shall make no award, except for interest, that provides a Faculty Member compensation greater than would have resulted had there been no violation.

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

32.11 **Expedited Arbitration.** In order to reduce the cost of arbitration, the AAUP may require by notice (given at the time of the panel request described in Section 32.3 of this Article) to the University and the American Arbitration Association, that the arbitration be conducted in accordance with any or all of the following conditions:

(1) No transcript of the arbitration proceedings shall be taken;

(2) Post-hearing briefs shall be waived;

(3) The arbitrator must agree to render a decision within fourteen (14) days after the arbitration hearing; or

(4) Subject to the consent of the grievant, neither Party, nor the grievant, will be represented by legal counsel at the hearing.

ARTICLE 33
ANNUAL PERFORMANCE REVIEW OF FACULTY

33.1 There shall be an annual performance review of each Faculty Member in accordance with UNIVERSITY OF CINCINNATI POLICY AND PROCEDURES FOR ANNUAL PERFORMANCE REVIEW OF FACULTY (June 1, 1994).

33.2 If performance review procedures change in an academic unit, the AAUP shall be provided a copy of the current procedure within

thirty (30) days of the approval of the new procedure.

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 any of the following financial benefits which are not required by law or by other provisions of this Agreement:

34.4.1 remission of tuition or fees;

34.4.2 bookstore discounts;

34.4.3 ticket discounts; or

34.4.4 Evening College and Summer School compensation.

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 member's academic work as set forth in Article 11.

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 September 1, 2004 and continue in full force and effect to and including August 31, 2007.

39.2 The Agreement shall continue in effect from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such a notice upon the other party the University and the AAUP shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration

of the Agreement.

39.3 If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

ARTICLE 40
DISPUTE SETTLEMENT PROCEDURE

40.1 The parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code:

40.2 Should either party, pursuant to Article 39, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

40.3 During the period commencing at least sixty (60) days prior to the expiration of the current contract between the AAUP and the University, both parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) days after the expiration of the Agreement, either the University or the AAUP may declare that the parties are unable to reach an agreement and can request mediation. The parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

40.4 The parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the

Mediator is unable to effect a settlement within a period not to exceed fifteen (15) days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.

40.5 Within seven (7) days of such written notification of a request for fact-finding, each party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within seven (7) days after selection of the initial two members. Unless both parties consent, the chairperson cannot be the same person who served as Mediator.

40.6 The fact-finding panel, within seven (7) days of its appointment, must meet with the parties. The panel may hold hearings, make additional investigations and inquiries, and take other steps as it considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C) (4) (c), Ohio Revised Code. If the dispute is not settled within fifteen (15) days after the panel is appointed, or within a longer period, if agreed to by the parties, the panel must report its findings to the parties, including its recommendations on the unresolved issues. Fourteen (14) days after submission to the parties, the findings must be made public if no settlement has been reached.

40.7 Notwithstanding the dispute settlement procedures described above:

40.7.1 The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days notice to the Administration and SERB.

40.7.2 The parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

40.8 All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the parties.

ARTICLE 41
ADMINISTRATION RIGHTS

41.1 The Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights and authority conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Except where expressly stated in this Agreement, nothing contained herein shall limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board will bargain, in accordance with its legal duty, over the employment effects of its actions.

41.2 Except as modified by this Agreement, none of the rights reserved exclusively to the Board shall be subject to the grievance procedure of this Agreement.

DEFINITIONS

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

ACADEMIC BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching or temporary assignments, Summer School, or Evening College. In those colleges or departments which operate on a four-quarter basis, academic base salary for Bargaining Unit members obligated to teach on a seven-out-of-eight quarter basis shall signify their three-quarter salary.

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.

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.

CLINICAL FACULTY shall mean those Faculty Members in the College of Medicine (i) who are Geographic Full-Time, or (ii) whose compensation, (from the University or elsewhere) derives in part from their patient care or patient support activities.

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

FACULTY MEMBER shall mean a member of the Bargaining Unit.

FMCS shall mean Federal Mediation and Conciliation Service.

GEOGRAPHIC FULL-TIME shall mean full-time College of Medicine Bargaining Unit members engaged in clinical activities who are paid from at least two sources for their activities (University or other sources).

LIBRARY ADMINISTRATOR shall mean the appropriate library administrator of the following library jurisdictions: Raymond Walters, Clermont College, University Libraries, Medical Center Libraries, Marx Law Library.

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

NOTIFY, NOTICE OR NOTIFICATION shall mean to give or require written notice.

OPEN ENROLLMENT PERIOD shall mean that four-week period held annually, usually in the fall academic quarter, 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.

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

RPT shall mean reappointment, promotion and tenure.

QUALIFIED TITLE APPOINTMENTS shall mean those with titles in the Field Service, Adjunct, Research, and Clinical series; qualified titles shall not carry eligibility for tenure.

SERB shall mean State Employment Relations Board.

STRS shall mean the State Teachers Retirement System.

TIME LIMITS All references in this Agreement to time periods are expressed in calendar days inclusive of Saturdays, Sundays, and legal holidays. Any time limit may be extended by mutual agreement in writing between the parties.

UFGC shall mean the University Faculty Grievance Committee.

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

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

UNQUALIFIED TITLE APPOINTMENTS shall mean those with titles of Professor, Associate Professor, Assistant Professor, and Instructor, Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, and Beginning Librarian; unqualified titles carry eligibility for tenure.

UPTOWN CAMPUS shall mean all academic units of the University of Cincinnati excluding Clermont College and Raymond Walters College.

YEAR shall mean the academic year unless otherwise designated.

MEMORANDA OF UNDERSTANDING

M.1 Benefits Study Committee

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

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

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

M.1.4 In addition to the concerns stated above, the Committee specifically shall study the following during the term of this contract, and recommend changes where appropriate:.

a) the University Wellness Program, and a sick childcare program; and
b) the effectiveness of the Choice Benefits Plan.

M.1.5 On December 1, 2004 and on December 1 of each subsequent year during the term of this Agreement, the Benefits Study Committee shall issue a written report to the parties documenting the plan budget and actual costs to the parties for the preceding fiscal year as well as a summary of usage data for Bargaining Unit members.

M.2 Faculty Representation on the Board of Trustees

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

M.3 Debt Service

In order to assure Faculty participation in establishing funding priorities and long-term policies on University-wide debt management, policies shall be developed through the joint governance council on the amount of general funds and total revenues (with the exception of University Hospital and Hoxworth revenue) applied to service the debt and on the percent of annual debt expense of annual total revenues in this year and following years. Other policies of this nature should be developed by the joint governance council as appropriate.

M.4 Environmental Oversight Committee

The joint Administration/Faculty Environmental Oversight Committee shall consist of four (4) administrators appointed by the President and four (4) Bargaining Unit members appointed by the Faculty Senate. This Committee is charged with oversight of the University's efforts in removing hazardous and unhealthy conditions from the work environment. Meetings of the Committee will be held at least on a quarterly basis. The Committee will establish its meeting times and administrative procedures. The Committee can receive complaints from Faculty and Librarians concerning alleged hazardous conditions. The Committee may request the presence of anyone who may have a concern or who can be of assistance in considering environmental matters. The Committee shall monitor the University's efforts to remedy the situation leading to the complaint. The Committee shall from time to time report to the Presidents of the University and the AAUP and the Chair of the Faculty Senate on any environmental or health hazard which, in its judgment, represents a major cause for concern and recommend appropriate actions.

M.5 Professional Development

Whereas, the AAUP and the University are parties to a collective bargaining agreement to expire on August 31, 2007; and
Whereas, under the terms of Article 24.7 of the AAUP/UC Collective Bargaining Agreement, the University has agreed to provide $500,000 per year for faculty professional development, to be administered by a faculty development committee comprised of three Administrators and three Faculty Members elected by the Faculty Senate, with the Vice Provost for Faculty Development as Ex Officio Chair of the committee; and
Whereas, in addition to the distribution of professional development funds to Faculty Members, the AAUP and the University have determined that it would be advantageous to use a portion of such funds for an income-producing quasi-endowment that will last beyond the August 31,2007 termination of the current AAUP/UC Agreement;

Therefore the AAUP and the University agree to amend and supplement the current Agreement as follows:

(1) By agreement of November 5, 1997, the AAUP and the University agreed to establish a quasi-endowment for the purpose of receiving, accumulating and disbursing funds for faculty development. The quasi-endowment will continue during the term of the current AAUP/UC contract. Any faculty development funds undistributed at the end of each contract year will be contributed to the quasi-endowment. Further, the President will attempt to match yearly contributed amounts through solicitation from outside sources. The faculty development committee will have the authority to withdraw income earned by the quasi-endowment for purposes of making it available for faculty development grants. Otherwise, the quasi-endowment will be governed by the quasi-endowment policy of the University of Cincinnati.

(2) For purposes of implementing the provisions of Article 24.7 and distributing funds both from the initial allotment and from the quasi-endowment, professional development will be defined as follows:
   (A) Professional development shall mean any activity designed to increase a Faculty Member's knowledge or skills in order to further the University's mission of teaching and research. The proposed development plan shall bear a direct relationship to the teaching and research goals of the Faculty Member(s), the department(s), and the college(s). Professional development can be realized by, but is not limited to, the following activities: travel

to professional meetings and conferences to promote faculty development, faculty collaborative efforts, participation in workshops or short courses, travel to consult with Faculty Members or professional colleagues at other institutions, purchase of books or computer software used to increase the Faculty Member's knowledge or skills, or the sponsorship of a conference or workshop for the University of Cincinnati academic community. Professional development awards can also be made, up to a combined annual limit of $100,000, for curriculum development, curriculum implementation, or research projects that relate in direct and significant ways to the enhancement of classroom teaching. Faculty development funds are not meant for other research projects.

(B) Professional development funds shall not be used to purchase computers or computer upgrades or accessories, equipment or supplies unless the purchase of equipment is directly related to faculty professional development. Articles 30.1.1, 30.1.2, and 30.1.3 of the 2004 – 2007 Collective Bargaining Agreement between the University of Cincinnati and the American Association of University Professors, University of Cincinnati Chapter covers the acquisition of the aforementioned items. Nor shall any academic, administrative, or instructional positions be funded by the Professional Development Fund. Likewise, this fund shall not be used to support students, student activities or faculty assistants, or research projects other than those directly related to the enhancement of classroom teaching.

M.6 Personnel Records/Files

Each academic year the Contract Administrators will distribute to Deans, Directors and Department Heads:

(1) The Guidelines on the Maintenance of and Access to Faculty Personnel Files as passed by the Faculty Senate, and as they may be amended from time to time by the Faculty Senate; and

(2) Administrative Memorandum 118, as it may be amended by the University President, and containing the Guidelines for Administrative Review and Appeal of Disputes Concerning Personnel Records.

M.7 AAUP/UC Joint Committee

In order to facilitate communications between the AAUP and the Administration, a joint committee shall be established.

The committee shall consist of six (6) members, three (3) appointed by the AAUP and three (3) appointed by the Administration. The committee shall meet semi-annually at a time and location mutually agreed upon by the University Contract Administrators and the UC AAUP President.

The topics of the meetings shall be issues of mutual interest. The committee may address matters of Agreement implementation and make suggestions for improved Agreement management, however, the committee shall not discuss specific grievances nor shall it be used as a forum for bargaining. The parties shall exchange agenda items no later than seven (7) days prior to a meeting. Additional meetings may be scheduled by mutual agreement.

M.8 Faculty Salary Committee

The AAUP and the University agree to establish an ad hoc joint Faculty Salary Committee, consisting of three (3) individuals appointed by the AAUP and three (3) individuals appointed by the Administration, to determine benchmark universities, to review compensation models, to address issues of salary compression, and to recommend a financial strategy and to explore various mechanisms that would provide funds, above current University funds used to support general faculty salary increases, to augment general salary increases.

The recommendations shall be submitted through the Provosts to the President's Budget Committee.

The Committee shall be disbanded at the expiration of this Agreement.

M.9 Re-opener on Domestic Partner Benefits

If, by June 30, 2005, the State of Ohio has not adopted legislation prohibiting state universities from providing domestic partner benefits, the negotiations will be reopened solely over the AAUP's proposal regarding domestic partner benefits.

M. 10. ARP Arbitration Settlement

As full, and final complete settlement of the pending ARP arbitration, with the intent to bind individual bargaining unit members to the extent permitted by law, the parties agree as follows:

1. Commencing June 1, 2003 UC will increase its contributions for STRS-eligible participants in the ARP plan to 10.5%, representing the difference between 14% and the current required University contribution to STRS to fund unfunded liabilities of STRS. The amount of the University's contribution to STRS-eligible ARP participants will be adjusted from time to time to account for increases and decreases in the University's unfunded liability contribution to STRS by subtracting the new unfunded liability contribution from 14%.

2. The University will pay $495,000 to eligible STRS-eligible participants in the ARP plan at the rate of $99,000 per year for five years, commencing July 1, 2003.

3. The University will pay $25,000 to eligible PERS-eligible participants in the ARP plan at the rate of $5,000 per year for five years, commencing July 1, 2003.

4. To be eligible for a payment, the ARP plan participants must have been participants during all or some part of the period September 1, 2002 through May 31, 2003. The manner of distributing the payments to such eligible plan participants shall be proportional based on participants' salaries during the period.

5. The parties shall issue a joint statement relating to the settlement agreement. No other public statement will be made.

6. The terms of this agreement are subject to ratification by the Board of the AAUP. When ratified, the terms will be reduced to a definitive agreement and executed by the parties.

UNIVERSITY OF CINCINNATI AAUP

By: Joseph A. Steger By: John K. Brackett

May 14, 2003

SIGNATORY TO AGREEMENT

UNIVERSITY
OF CINCINNATI

Phillip R. Cox,
Chair, Board of Trustees

Nancy L. Zimpher, President

UNIVERSITY OF CINCINNATI CHAPTER
OF THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

Sally C. Dunn
President

UC Negotiating Team:

William T. Johnson

Karen Faaborg

James D. Plummer

M. Kathleen Robbins

AAUP Negotiating Team:

David Rubin

George F. Bishop

Daniel Langmeyer

Terrence G. Milligan

Daisy Quarm

James E. Westheider

ATTEST:

Virginia L. Steiner, Executive Secretary
of the Board of Trustees

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