

BOWLING GREEN STATE UNIVERSITY

and

**BOWLING GREEN STATE UNIVERSITY FACULTY ASSOCIATION -
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

COLLECTIVE BARGAINING AGREEMENT

Consolidated Contract

Contract #1: Effective: May 1, 2013
Through: May 1, 2016 (12:01 a.m.)
Contract #2: Effective: May 1, 2016
Through: July 1, 2016 (12:01 a.m.)

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Attachment #1: Preamble to Just Cause Document and “Just Cause” – to be distributed with CBA.

Attachment #2: Memorandum of Understanding Regarding Unassigned NTTF [Referenced In Article 14]

ARTICLE 1

PREAMBLE

1. This is an agreement by and between Bowling Green State University (hereinafter referred to as the “University”) and Bowling Green State University Faculty Association (AAUP) (hereinafter referred to as the “BGSU-FA”). The University and the BGSU-FA are hereinafter collectively referred to as the “Parties”.

2. The purpose of this Agreement is to set forth the understanding between the Parties as to the terms and conditions of employment of members of the Bargaining Unit specified herein; to further the mission of the University; to assure fair and reasonable conditions of employment and dispute resolution procedures; and to provide for the participation of both Parties in the work of the University.

ARTICLE 2

RECOGNITION

1. The University recognizes that BGSU-FA is the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.
2. The bargaining unit shall include all full-time faculty at the Bowling Green and Firelands College campuses of Bowling Green State University, including librarians holding the faculty rank. Excluded from the bargaining unit are the President; Vice Presidents; Deans; Assistant Deans and Associate Deans of Colleges; Assistants to the President and Vice Presidents; statutory division heads and department heads; part-time faculty; contract professional employees; supervisory employees; and all other employees of the University.
3. At the beginning of Fall and Spring semesters, designated representatives of the Parties shall meet and review all exclusions out of and inclusions into the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

1. Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees (“Board”) and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not.

2. Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise expressly provided in this Agreement, the Board has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

The Board shall also have the right to take any action it considers necessary and proper to effectuate any management right reserved to it by Section 4117.08(C) of the Ohio Revised Code, including:

- 2.1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 2.2. Direct, supervise, evaluate, or hire employees;
- 2.3. Maintain and improve the efficiency and effectiveness of governmental operations;
- 2.4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- 2.5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- 2.6. Determine the adequacy of the work force;
- 2.7. Determine the overall mission of the employer as a unit of government;
- 2.8. Effectively manage the work force; and
- 2.9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4

ASSOCIATION RIGHTS

1. Access to Information for Contract Implementation
 - 1.1. Upon written request by the BGSU-FA, the University agrees to make available to the BGSU-FA such data and information that are available and reasonably related to the enforcement or negotiation of this Agreement and future Agreements, including, but not limited to, budgets, financial reports and student enrollment data.
 - 1.2. Not later than September 20 of each academic year, the University will provide the BGSU-FA with a complete list of all Bargaining Unit Faculty Members, including name, academic department, rank, tenure status, gender, years of service to Bowling Green State University as a full-time faculty member or faculty administrator, years in rank, and base salary. Interim changes, including promotions, terminations, and new hires of bargaining unit faculty, complete with name, academic department, rank, tenures status, and base salary where new or changed, will be provided to the BGSU-FA as soon as practicable following confirmation of the employment action by the Board of Trustees.
 - 1.3. The University will provide to the BGSU-FA requested lists or tables in their original electronic format.
 - 1.4. BGSU-FA will be furnished information regarding Board of Trustees meetings and actions in accord with Ohio's open meeting and public records laws.
2. Deductions for Chapter Dues and Fair Share Fees
 - 2.1. Chapter Dues

The University will deduct regular union dues, fees, fines and assessments established under the terms of the BGSU-FA Constitution, using payroll deduction for BGSU-FA members, upon presentation of a written deduction authorization by that member.
 - 2.2. Fair Share Fees

No member of the bargaining unit shall be required to become a member of the BGSU-FA as a condition for securing or retaining employment at the University. The University shall deduct from each employee covered by this Agreement who is not a member of the BGSU-FA ("fair share fee payer") an amount which shall not exceed regular union dues, and the BGSU-FA shall provide to fair share fee payers such rights and remedies as required by law (including applicable annual notice and right to challenge the allocation of chargeable and non-chargeable

BGSU-FA expenses). In addition, annually, the BGSU-FA shall provide the University the applicable documents provided to fair share fee payers so that the University may assure itself that the BGSU-FA is complying with applicable law. The BGSU-FA shall promptly provide such documents to the University. In the event that the BGSU-FA fails to provide the applicable documents to the University, the University shall request the documents in writing, at which time the BGSU-FA will have two weeks to provide the documents. The University's obligation to continue to deduct fair share fees is conditioned upon its good faith determination that the BGSU-FA is complying with all applicable laws with respect to the rights of fair share fee payers. If the University believes the BGSU-FA is not so complying, it shall promptly state its basis in writing to the BGSU-FA. Any dispute between the parties regarding the BGSU-FA's compliance shall be resolved through the grievance and arbitration procedures of this Agreement on an expedited basis, but this provision shall not prevent a fair share fee payer from pursuing any and all rights outside this Agreement. Payments by members of the bargaining unit holding religious objections shall be governed by applicable law (Section 4117.09(C) of the Ohio Revised Code, as amended).

2.3. The University's transmittal of deductions.

All deductions, together with an alphabetical list of names of Bargaining Unit Faculty Members and amounts deducted shall be transmitted to the BGSU-FA no later than the fifteenth (15th) day of the following month, and upon receipt, the BGSU-FA shall assume full responsibility for the disposition of all funds deducted. The University shall not assess any charge upon the BGSU-FA for administering these deductions.

3. Access to University Resources

3.1. The University will provide the BGSU-FA with two electronic copies of this Agreement: one signed and in PDF format, the other in a standard, editable, unprotected word-processor file format (such as Microsoft Word).

3.2. The BGSU-FA shall be permitted reasonable use, to the extent permitted by law, of University facilities and services on the same basis and at the same cost as recognized campus organizations.

4. Service Recognition

For purposes of service recognition, all University committees and administrators evaluating Bargaining Unit Faculty Member performance shall consider and credit service to the local BGSU-FA union in the same manner as they consider and credit service to all University committees; and, shall consider and credit service to the state and national AAUP in the same manner as they consider and credit service to all other professional associations.

5. Release Time

The University will grant, for each fall and spring semester, release time in the form of three (3) workload hours per academic semester for the president of the BGSU-FA (as determined by the BGSU-FA); three (3) workload hours per academic semester for the grievance and contract administration officer of the BGSU-FA (as determined by the BGSU-FA); and three (3) workload hours per academic semester for the chief negotiator of the BGSU-FA negotiating team (as determined by the BGSU-FA). The BGSU-FA must notify the Provost/VPAA and the Dean of the college of the Bargaining Unit Faculty Members for whom the release time is to be assigned no later than March 1 (except for the first year of the contract) in advance of the academic year in which the release time will be used.

ARTICLE 5

WORKING ENVIRONMENT

1. The University and the BGSU-FA recognize that an adequate working environment and supporting services are necessary for effective teaching, learning, research and creative activities, and service, consistent with the University's mission. Therefore, within the limits of available space and resources, the University shall make a good faith and reasonable effort, in a timely fashion, to provide each Bargaining Unit Faculty Member the following:

1.1. Office Space

The University will provide office space with appropriate facilities therein. Offices shall be secure, subject to applicable engineering or regularity requirements, and, at a minimum shall include:

1.1.1. Secure access (to the office and building)

1.1.2. Appropriate office furniture

1.1.3. Telephone and voicemail

1.1.4. Networked computer or equivalent

1.1.5. A dedicated email address for each individual

1.2. Classroom and laboratory facilities that support effective and safe teaching, research, advising, and creative work.

1.3. Office and classroom supplies.

1.4. Access to copying and printing services for reasonable academic copying and printing needs.

1.5. Library resources responsive to faculty needs comparable with resources provided at peer institutions.

1.6. Instructional and research equipment, services, and facilities, including computing facilities and classroom technology appropriate to support the teaching and learning process.

1.7. Access to adequate administrative, technological, clerical, and instructional support.

2. The University will reimburse Bargaining Unit Faculty Members for mileage expenses, at the rate established by the Internal Revenue Service and consistent with University policies on travel reimbursement, whenever the University requires the Bargaining Unit Faculty Member to conduct university business in a location other than his or her primary work site.
3. The University will make a good faith effort to respond in a timely fashion to issues related to hazardous or dangerous working conditions.
4. When the interior temperature of a classroom or workspace seriously impairs the ability of a Bargaining Unit Faculty Member to perform the essential functions of his or her job, and if there is no readily available substitute classroom or workspace, a Bargaining Unit Faculty Member may without penalty cancel the class that meets in that space, or may without penalty vacate the workspace. If a Bargaining Unit Faculty Member must move or cancel a class, or must vacate a workspace, for the reasons articulated in this provision, he or she shall inform his or her Department Chair/School Director as soon as practicable.
5. The condition of facilities used for faculty offices, classrooms and labs shall be properly maintained and repaired when necessary so as to be functional and safe.

ARTICLE 6

NO STRIKE/NO LOCKOUT

1. The University and the BGSU-FA agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of or interference with the University's programs or operations.
2. During the term of this Agreement, the BGSU-FA and its agents and officials will not instigate, cause, support, aid, finance, condone, authorize, or participate in, nor shall the Bargaining Unit Faculty Members instigate, cause, support, aid, finance, condone, authorize, or participate in, any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by Bargaining Unit Faculty Members or that would in any way interrupt or interfere with the operations or programs of the University. Such prohibited actions includes any violations of Ohio Revised Code §4117.14(D)(2), §4117.01(H), and §4117.01(I).
3. Any Bargaining Unit Faculty Member who engages in any activity in violation of this Article shall be subject to the imposition of sanctions up to and including dismissal.
4. Neither the University nor its agents or representatives shall conduct a lockout of Bargaining Unit Faculty Members during the term of this Agreement.
5. The BGSU-FA shall inform all Bargaining Unit Faculty Members concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform Bargaining Unit Faculty Members that the BGSU-FA disapproves of any action that violates this Article.
6. Neither the BGSU-FA nor any Bargaining Unit Faculty Members shall engage in any action in violation of Ohio Revised Code §4117.18. The University expressly retains all rights accorded to it pursuant to Ohio Revised Code Chapter 4117 in responding to any activity prohibited by this Article.
7. Nothing contained in this Agreement shall preclude or be construed to preclude the University or the BGSU-FA from seeking available remedies in a court of law for violation of this Article, including but not limited to injunctive relief.

ARTICLE 7

NONDISCRIMINATION

1. The University and BGSU-FA agree that they shall not discriminate nor tolerate discrimination against any Bargaining Unit Faculty Member in matters of wages, hours, terms and other conditions of employment on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity and expression, ancestry, veteran status, military status, disability, marital status, political affiliation or any other characteristics protected by Federal or Ohio Law.
2. The University agrees that it shall not discriminate against any Bargaining Unit Faculty Member because of membership in or activity on behalf of the BGSU-FA.
3. The University and BGSU-FA will not tolerate any form of harassment based on sex, race, or any other category listed in Section 1.
4. Any Bargaining Unit Faculty Member charged with discrimination or harassment by the University is entitled to due process through the discipline procedure (**Article 12**).
5. Any Bargaining Unit Faculty Member who believes he or she has been discriminated against or harassed on the basis of categories covered by the BGSU Office of Equity and Diversity may seek relief through procedures and policies implemented by the Office of Equity and Diversity before seeking relief through (and without waiving the right to file) a grievance under the terms of this Agreement. Nothing in this Article shall preclude any Bargaining Unit Faculty Member from protecting his or her rights to be free from unlawful discrimination pursuant to any state or federal law which addresses discrimination, directly, and without resort to the Grievance and Arbitration Procedures contained in this Agreement.

ARTICLE 8

AFFIRMATIVE ACTION

The University and the BGSU-FA affirm their commitment to the established affirmative action policy as well as obligations imposed by related state and federal law. The University declares its determination to actively recruit, retain and promote qualified members of the bargaining unit with due regard for race, color, religion, sex, age, national origin, sexual orientation, gender identity and expression, ancestry, veteran status, military status, disability, and marital status. The University shall include Bargaining Unit Faculty Members in the formulation, assessment and revision of its affirmative action policies prior to presentation to the Board of Trustees.

ARTICLE 9

ACADEMIC FREEDOM

1. Academic Freedom.
 - 1.1. The Parties subscribe to the *1940 Statement on Principles on Academic Freedom and Tenure*, as issued by the American Association of University Professors (AAUP).
 - 1.2. As stated in the *1940 Statement on Principles on Academic Freedom and Tenure*, “institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Academic freedom in research is fundamental to the advancement of truth. 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.”
 - 1.3. Academic freedom is essential to the atmosphere of a University including the freedom of speech; freedom to teach and to learn; freedom to conduct inquiry, research, and creative works; freedom to contribute to university governance; and freedom to contribute to society as an informed citizen, all in a spirit of openness necessary to the acceptance of criticism, the expression of differing opinions, and the pursuit of truth. The exercise of academic freedom by faculty carries with it responsibilities for the good of the academic community and society.
 - 1.4. As stated in the AAUP’s *1940 Statement on Principles on Academic Freedom and Tenure*, tenure is a means of preserving academic freedom of teaching, research and extramural activities. The University and the BGSU-FA agree to preserve tenure at the University as a means of upholding academic freedom consistent with the principles set forth in this Agreement.
2. Rights and Responsibilities
 - 2.1. The University, the BGSU-FA, and all Bargaining Unit Faculty Members (tenure track and non-tenure track) shall respect each Bargaining Unit Faculty Member’s academic freedom to teach, both in and outside the classroom; to conduct research; to produce creative work; to engage in other scholarly activities, and to publish or otherwise disseminate the ideas and results.
 - 2.2. Each Bargaining Unit Faculty Member shall be free to apply his or her expertise, consistent with the standards of his or her discipline and the standards of the community of scholars. Bargaining Unit Faculty Members are entitled to freedom in the classroom (including the virtual classroom) in choosing course content and discussing and presenting their subjects in accordance with department, program,

or school approved curricula. Faculty must state clearly the objectives of the courses or subjects taught, and make a good faith effort to ensure these objectives are met. Controversy is at the heart of free academic inquiry, but faculty members should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

- 2.3. Bargaining Unit Faculty Members are entitled to freedom in research, creative work, and other scholarly activities, and in the dissemination of results. Faculty are expected to adhere to professional ethics and standards in the foregoing. Research for pecuniary return shall be based on an understanding with the authorities of the University.
- 2.4. Bargaining Unit Faculty Members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them, including faithful performance of professional duties and obligations. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end bargaining unit faculty shall maintain their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, disseminating, and transmitting knowledge. They shall practice intellectual honesty. Although Bargaining Unit Faculty Members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- 2.5. Bargaining Unit Faculty Members, as members of the University community, are free to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance.
- 2.6. The principles of academic freedom and freedom of expression apply to traditional forums and media, as well as to newer electronic media such as digital images, web sites, and social media.
- 2.7. As teachers, Bargaining Unit Faculty Members shall encourage the free pursuit of learning in their students. Bargaining Unit Faculty Members shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and mentors. Bargaining Unit Faculty Members shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students.
- 2.8. Bargaining Unit Faculty Members are citizens, members of a learned profession, and members of an educational institution. Bargaining Unit Faculty Members have the freedom to address the larger community with regard to any social, political, economic, or other interest. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational

professionals, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

3. Safeguards of Academic Freedom

- 3.1. Where the University receives a Public Records Request (PRR) for information or documents authored by a Bargaining Unit Faculty Member identified in the Public Records Request, the University shall, to the extent permitted by law, give that faculty member a copy of the PRR and a copy of the University's response as it relates to information or documents authored by that faculty member. The University shall provide the affected Bargaining Unit Faculty Member with the foregoing as quickly as practicable.

ARTICLE 10

GOVERNANCE

1. The Basic Principles of Shared Governance
 - 1.1. The University and BGSU-FA recognize that the variety and complexity of the tasks performed by institutions of higher education produce an inescapable interdependence among the Board of Trustees, the administration, and the faculty. This relationship calls for mutual consultation among these constituencies and opportunities for joint planning and effort.
 - 1.2. The primary role of Bargaining Unit Faculty Members is to provide effective teaching and scholarly research or creative work. It is recognized that members of the faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters.
 - 1.3. The University and the BGSU-FA agree that it is mutually desirable that a collegial system of shared governance be maintained so that faculty will have an appropriate role in the governance of the University.
 - 1.4. The University and the BGSU-FA agree that both Parties share the common belief that effective shared governance depends on timely communication and appropriate consultation through the Faculty Senate or appropriate bodies on policies and initiatives affecting the academic mission of the University.
2. Faculty Participation in University Governance
 - 2.1. The University and the BGSU-FA agree that in those areas affecting Bargaining Unit Faculty Members that are not specifically addressed and resolved through the collective bargaining process, both Parties to this collective bargaining agreement shall recognize the Faculty Senate as the primary governance body through whom the Bargaining Unit Faculty Members shall exercise shared governance. The Faculty Senate and the Bargaining Unit Faculty Members shall continue in their traditional roles regarding the academic affairs of the University, including such fundamental areas as: (1) curriculum, (2) subject matter and methods of instruction, (3) Bargaining Unit Faculty Members' research, (4) governance of undergraduate colleges, the Graduate College, libraries, departments and schools; (5) organizational structure, and (6) Bargaining Unit Faculty Members' participation in standing committees and councils.
 - 2.2. There shall be a formal advising role for Bargaining Unit Faculty Members in the selection of the President, and in the periodic evaluation of the President.

- 2.3. There shall be a formal advising role for Bargaining Unit Faculty Members in the selection of the Senior Vice President for Academic Affairs/Provost (Provost/VPAA), and in the periodic evaluation of the Provost/VPAA.
3. Faculty Participation in the Selection and Evaluation of Deans of Undergraduate Colleges, the Dean of University Libraries and the Dean of the Graduate College
 - 3.1. Bargaining Unit Faculty Members shall participate in the selection of the Deans of Undergraduate Colleges, the Dean of University Libraries, and the Dean of the Graduate College. A majority of the members of the screening committees shall be representatives elected from the Bargaining Unit Faculty Members from the appropriate college (or University Libraries, where applicable).
 - 3.1.1. The recommendations of the screening committee shall be transmitted in writing to the Provost/VPAA and to the President.
 - 3.2. Bargaining Unit Faculty Members shall participate in the evaluations (no less than once every two years) of the Deans of undergraduate colleges, the Dean of University Libraries, and the Dean of the Graduate College through an evaluation committee, which will have majority representation from the appropriate Bargaining Unit Faculty Members.
 - 3.2.1. Each Bargaining Unit Faculty Member of the department or school shall have the opportunity to submit anonymous written comments; the decision to include those comments, in whatever form, or to exclude those comments, shall be at the discretion of the committee.
 - 3.2.2. The recommendations of the evaluation committee shall be transmitted in writing to the Provost/VPAA. The Provost/VPAA shall inform the faculty about the outcome of the evaluation.
4. Faculty Participation in the Selection and Evaluation of Department Chairs and School Directors
 - 4.1. The faculty of an academic department or school shall be defined as all those members of the University faculty who are employed in that department or school.
 - 4.2. Faculty shall participate in the selection of Department Chairs/School Directors through a screening committee. A majority of the members of the screening committee shall be representatives elected from the Bargaining Unit Faculty Members from the department or school.
 - 4.2.1. The screening committee shall be charged by the Dean, and the recommendations of the screening committee shall be transmitted in writing to the Dean and to the Provost/VPAA.

- 4.3. Faculty shall participate in the evaluations (no less than once every two years) of the Department Chair/School Director through an evaluation committee elected from the Bargaining Unit Faculty Members of the department or school.
 - 4.3.1. Each Bargaining Unit Faculty Member of the department or school shall have the opportunity to submit anonymous written comments; the decision to include those comments, in whatever form, or to exclude those comments, shall be at the discretion of the committee.
 - 4.3.2. The recommendations of the evaluation committee shall be transmitted in writing to the Dean. The Dean shall inform the school faculty about the outcome of the evaluation.
5. With respect to Section 2, the BGSU-FA may utilize the Grievance and Arbitration Procedures Article in this Agreement to contest only the Board of Trustees' approval of: (1) an action by the Faculty Senate which violates this Agreement; or (2) the removal of any of the roles of the Faculty Senate as set forth in Section 2.1, supra.

ARTICLE 11

EXTENSION OF PROBATIONARY PERIOD

1. The policy for extending the probationary period of tenure-track Bargaining Unit Faculty Members is for the specified instances described below:
 - 1.1. Instances where the probationary Bargaining Unit Faculty Member has developed an illness that would result in a negative impact on his or her progress toward tenure.
 - 1.2. Instances protected by the Family Medical Leave Act (FMLA), including but not limited to: the birth and/or substantial responsibility for the care of a newborn child of the probationary Bargaining Unit Faculty Member; the placement of a child for adoption or foster care with the probationary Bargaining Unit Faculty Member; the care of an immediate family member (defined as the spouse, same-sex domestic partner, child, or parent of the Bargaining Unit Faculty Member) with a serious health condition; a serious health condition which restricts the probationary faculty member's performance of duties as currently assigned; or any other conditions qualifying leave under FMLA.
 - 1.3. Instances caused by a Bargaining Unit Faculty Member being called to extended military or civilian duty by the federal or state government or to extended judicial duty.
 - 1.4. Any other instance agreed to between the University and a Bargaining Unit Faculty Member for the purpose of extending the probationary period, including instances caused by extraordinary professional circumstances caused by external factors out of the Bargaining Unit Faculty Member's control.
2. Principles
 - 2.1. The extension of the probationary period for a Bargaining Unit Faculty Member has no bearing on the tenure decision other than in its timing. Expectations for tenure and promotion for a probationary Bargaining Unit Faculty member granted an extension remain the same as expectations for a probationary Bargaining Unit Faculty Member evaluated within the standard probationary period. Any scholarly activity accomplished by the probationary Bargaining Unit Faculty Member during the sanctioned extension shall be fully considered in the ensuing tenure review process.
 - 2.2. Extending a Bargaining Unit Faculty Member's probationary period is an issue separate and distinct from the issues of duty modification or a request for a leave of absence. Those issues must be examined and decided separately.

- 2.3. A Bargaining Unit Faculty Member is eligible to request an extension of the probationary period even if the faculty member does not take a formal leave of absence, and/or (if taking a leave of absence) such request to extend the probationary period may be made regardless of whether it is a paid or unpaid leave of absence.
 - 2.4. Each request to extend the probationary period shall be limited to one academic year. In exceptional circumstances, a second academic year of extension may be requested or granted. The probationary period may be extended for no more than two (2) academic years in sum total.
3. Extension of the probationary period shall follow the following process:
- 3.1. The request for extension of the probationary period must be made in writing by the Bargaining Unit Faculty Member to his or her Dean, with concurrent notification to his or her respective Department Chair/School Director. The Dean will consult with the faculty member's Chair/Director to discuss the request and then forward his or her recommendation to the Provost/VPAA within fourteen (14) calendar days of receiving the request.
 - 3.1.1. Each written request shall be accompanied by supporting letters, legal notifications, documents, or certifications, as applicable or as available, with the following exception.
 - 3.1.2. Confidential medical records of the Bargaining Unit Faculty Member or of his or her immediate family member shall only be supplied to the BGSU Office of Human Resources. The Office of Human Resources will validate that a legitimate request has been received.
 - 3.2. It is the responsibility of the Bargaining Unit Faculty Member to anticipate the circumstances prompting a request for an extension of the probationary period to the extent that is reasonable and possible. Information related to the need for the request to extend the probationary period should be communicated to the Department Chair/School Director as soon as possible.
 - 3.2.1. In extraordinary circumstances, such as the sudden occurrence of an event described in Section 1 simultaneous with a critical stage in the tenure decision-making process, the Bargaining Unit Faculty Member may request that his or her Department Chair/School Director act as proxy and contact the Dean directly to make the request for an extension of the probationary period.
 - 3.3. The Provost/VPAA shall make his/her decision no later than fifteen (15) calendar days of receipt of the request to extend the probationary period. The Provost/VPAA's decision shall be in writing, with copies provided to the Dean,

the Bargaining Unit Faculty Member's Chair/Director, the Bargaining Unit Faculty Member, and the BGSU-FA.

3.3.1. The Provost/VPAA's decision shall be based upon the circumstances surrounding the instances described in Section 1, such as the magnitude and duration of the actual or potential disruption to the probationary Bargaining Unit Faculty Member, with the exception of the provisions of Section 3.4. The Provost/VPAA's decision shall also fully consider the information provided by the probationary Bargaining Unit Faculty Member and the recommendation of the Dean.

3.3.2. Denial or inadequate consideration of the request to extend the probationary period may be grounds for grievance and arbitration (**Article 13**).

3.4. In the event that the instances affecting the Bargaining Unit Faculty Member are one or more of any Family Medical Leave Act (FMLA) qualifying events that results in a leave of at least eight (8) weeks duration, or if the Bargaining Unit Faculty Member has been called to active military duty for a single period of at least eight (8) weeks duration, then the affected Bargaining Unit Faculty Member will automatically be granted a one (1) year extension of his or her probationary period for each such event, subject to the provision that the sum total of the extension of the probationary period may not exceed two (2) years. If the faculty member does not feel that a one (1) year extension of the probationary period is necessary, he or she may choose to decline any such extension. Such decision must be provided to the Provost/VPAA in writing, with a copy to the BGSU-FA within fourteen (14) calendar days.

ARTICLE 12

DISCIPLINARY ACTION

1. The University and BGSU-FA agree that discipline for just cause, up to and including termination of a Bargaining Unit Faculty Member, may be necessary from time to time. In the case of an oral or written reprimand, such discipline shall not be subject to the formal process set forth in this Article, but shall be subject to less formal due process, and, in any event, all discipline shall be only for just cause and shall be subject to the Grievance and Arbitration procedures set forth in **Article 13**. In addition, the following shall apply with respect to all discipline or potential discipline:

- 1.1. Investigations shall be conducted and concluded in a timely manner. No investigation shall remain open indefinitely or continue beyond a reasonable duration necessary to secure evidence.
- 1.2. Allegations may be confidential or anonymous. However, no discipline may be imposed based solely upon confidential or anonymous allegations.
- 1.3. In the event evidence absolves the accused Bargaining Unit Faculty Member, the University shall make a written record of that determination.
- 1.4. The Provost/VPAA shall be the custodian of Bargaining Unit Faculty Members' personnel files, and such files shall be kept in the Provost/VPAA's office.

2. When the Provost/VPAA has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, the Provost/VPAA (or the Provost/VPAA's designee) shall conduct an investigation pursuant to this Article.

3. If after such investigation the Provost/VPAA believes disciplinary action is warranted, discipline may be imposed on a Bargaining Unit Faculty Member for just cause. Engaging in conduct that constitutes just cause for discipline may lead to any of the following types of disciplinary action: oral reprimand, written reprimand, suspension with pay, suspension without pay, or termination of employment. In determining the level of disciplinary action to impose in any given situation, the University shall take into account the severity of the offense, prior disciplinary action, the Bargaining Unit Faculty Member's improvement since the last disciplinary action was taken, and the Bargaining Unit Faculty Member's overall employment record.

- 3.1. With the exception of termination and suspension without pay, any discipline shall not affect a Bargaining Unit Faculty Member's continuation of benefits. In cases where suspension without pay is 30 or more days, members may make arrangements with the Office of Human Resources to pay their portion of medical insurance, life insurance, and other benefits, with the exception of retirement. In cases of suspension without pay, retirement benefits shall not be accrued or paid.

- 3.2. With the exception of termination or suspension without pay, any discipline shall not affect a Bargaining Unit Faculty Member's continuation of salary.
4. Prior to imposing disciplinary action, other than an oral or written reprimand, the Department Chair, School Director, Dean, or the Provost/VPAA will meet with the Bargaining Unit Faculty Member to discuss the charge(s) against the Bargaining Unit Faculty Member, and provide the Bargaining Unit Faculty Member with an opportunity to present his or her case. The following procedures will be followed:
 - 4.1. The Bargaining Unit Faculty Member shall be given the opportunity to be accompanied by a BGSU-FA representative.
 - 4.2. At least ten (10) days prior to the meeting, the University shall notify both the Bargaining Unit Faculty Member and the BGSU-FA in writing of the specific charge(s) and the specific basis(es) of those charges to be discussed at the meeting. Where the contemplated discipline may be suspension or be more severe, the University shall provide the Bargaining Unit Faculty Member and the BGSU-FA with copies of the documents which the University can release legally upon which the charges are based. However, all identities will be redacted.
 - 4.3. If the matter is not disposed of by mutual agreement at the meeting, the Bargaining Unit Faculty Member and the BGSU-FA shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents which the University can release legally upon which the charges and discipline are imposed, to the extent not previously provided, within ten (10) days of the meeting. Such statement will be signed by the administrator imposing discipline and initialed by the Provost/VPAA.
 - 4.4. If discipline is imposed the University will disclose those identities which can be released legally.
5. A Bargaining Unit Faculty Member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure (**Article 13**); provided, however, if termination results in revocation of tenure, the Bargaining Unit Faculty Member may, prior to initiating the grievance process, appeal directly to the President. The appeal must be submitted within ten (10) days of the imposition of termination, and the President must respond within ten (10) days of receiving the appeal. The timelines for the grievance process are tolled until the President's response.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURES

1. Definitions

- 1.1. “Grievance” means any dispute between the University and the BGSU-FA or between the University and a Bargaining Unit Faculty Member with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other Articles in this Agreement.
- 1.2. “Grievant” means either a member of this bargaining unit or the BGSU-FA, who or which, as the case may be, pursues a Grievance under this Article.
- 1.3. “Day” means Monday through Friday during which time the University is open for routine business (including summer session), except legal holidays and other days in which the University is officially closed.
- 1.4. “Grievance Officer” means the Grievance and Contract Administration Officer of the BGSU-FA, or his/her designee.
- 1.5. “VPGFR” means the Vice Provost for Governance and Faculty Relations, or other person designated by the Provost/VPAA who is a faculty administrator.

2. Informal Resolution

- 2.1. Nothing contained in this Article will be construed to prevent the informal adjustment of any grievance. The parties agree that, whenever possible, disputes should be resolved informally, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost/VPAA, Dean, School Director and/or Department Chair) are urged, but not required, to make a reasonable effort to meet and adjust the grievance in an informal manner. Any such informal adjustment must occur within twenty (20) days after the occurrence of the events upon which it is based or within twenty (20) days after the Grievant knew, or through the exercise of reasonable diligence, should have known of the events on which it is based. Such informal adjustment shall continue for no less than fifteen (15) days after the initiation of the informal resolution process, after which either the Grievant or the University may terminate the process by giving notice to the other party.
- 2.2. While an individual Grievant has the right to be advised or assisted by the BGSU-FA in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the BGSU-FA’s assistance shall not be binding upon the BGSU-FA or another Bargaining Unit Faculty Member.

3. Initiation of Formal Grievance

- 3.1. The formal grievance process shall be initiated by reducing the grievance to writing, signed and dated by the Grievant and/or the Grievance Officer and two (2) copies will be presented to the VPGFR within twenty (20) days after the conclusion of the informal process set forth in Section 2, supra. The formal grievance document shall state the events upon which the grievance is based, the basis for the grievance, including the specific Articles and Sections of this Agreement or University rules or practices that are alleged to have been violated, and specify the relief and remedy sought and shall be submitted on forms, which shall be agreed to by the parties. However, the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance so long as the missing information is provided at the initial meeting.
- 3.2. A grievance may be initiated at Step Two if all parties concur to initiate it at that level.

4. Step One

Within fifteen (15) days of receiving the formal grievance document the VPGFR will schedule a Step One meeting involving the dean and/or the dean's representative, the Grievant and the Grievance Officer. The Step One meeting will occur at a time and place convenient to all parties and shall transpire no later than fifteen (15) days of the VPGFR receipt of the formal grievance document. Within fifteen (15) days after the Step One meeting, the VPGFR shall provide the Grievance Officer and the Grievant with a written response.

5. Step Two

If both the Grievance Officer and the Grievant are not satisfied with the VPGFR's Step One response to the formal grievance, the formal grievance may be advanced to Step Two by the BGSU-FA filing a written Notice of Appeal with the VPGFR within ten (10) days after the receipt by the BGSU-FA of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost/VPAA and/or designees, the Grievant, and the Grievance Officer, will be scheduled by the VPGFR. The Provost/VPAA and the President of the BGSU-FA may reasonably include other representatives in the meeting. The VPGFR shall send a written disposition of the formal grievance to both the Grievant and the Grievance Officer within ten (10) days following the conclusion of the Step Two hearing.

6. Arbitration

If the BGSU-FA is not satisfied with the University's Step Two written disposition, it may, at its sole discretion, within twenty (20) days of the receipt of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be initiated by giving

written notice of such appeal to the Federal Mediation and Conciliation Service (“FMCS”) and simultaneous written notice to the VPGFR.

- 6.1. Within five (5) days following receipt of a list of arbitrators, all of whom must be members of the National Academy of Arbitrators, from FMCS, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. Which party strikes first (1st) shall be determined by a flip of the coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternatively strike from the second panel only or from both panels.
- 6.2. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.
- 6.3. Five (5) days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case in chief.

7. Denial of Tenure or Promotion, or Non-renewal

Notwithstanding the above, grievances related to denial of tenure, denial of promotion, or non-renewal of appointment for tenure-track faculty shall be initiated with the Provost/VPAA at Step 1 and appealed to the President for Step 2. Such grievances shall be subject to the limitations set forth in the Reappointment, Tenure, and Promotion Article (**Article 14**).

8. Arbitrator’s Authority and Decision

- 8.1. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the Agreement. The arbitrator’s task shall be to interpret the specific provisions which the Grievant or Grievance Officer allege that the University has violated.
- 8.2. The arbitrator’s decision will be rendered in writing within thirty (30) days of the close of the hearing or twenty (20) days from his/her receipt of the briefs, whichever is later, unless the parties mutually agree to a later award.
- 8.3. Arbitration awards shall be in writing and shall explain the reasons for the arbitrator’s decision. The arbitrator’s decision will be final and binding on the University and BGSU-FA and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator’s decision or seeks

to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall be done jointly by the parties.

9. Arbitration Procedures

- 9.1. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.
- 9.2. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
- 9.3. The grievant shall be restricted to the specific Agreement violation alleged in the grievance and the documents relating to Steps 1 and 2.
- 9.4. Either party shall have the right to have the hearing transcribed at its cost and to submit a post-hearing brief.
- 9.5. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
- 9.6. The arbitrator shall not consider any statement made by a federal or state mediator unless made at the table to both parties.
- 9.7. The University and the BGSU-FA will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

10. Time Limits

- 10.1. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction does not constitute a waiver of the right to insist on the time limits on any other grievance or arbitration.
- 10.2. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the grievance to the next level, or, upon five (5) days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) day period.

11. Mediation

Notwithstanding the other provisions of this Article, the Grievance Officer and the VPGFR may mutually agree, in writing, to mediation at any time during the grievance/arbitration process.

12. Representation at Arbitration

An attorney may represent the BGSU-FA or the University at any step of the Grievance procedure. An attorney may participate in the grievance process only upon five (5) days prior notice to the other party.

ARTICLE 14

REAPPOINTMENT, TENURE AND PROMOTION

1. Affiliation
 - 1.1. Bargaining Unit Faculty Members will be affiliated with, and appointed to, at least one academic unit (department, school, or instructional support unit) within the University. (See Attachment #2 – Memorandum of Understanding Regarding Unassigned NTTF).
 - 1.2. For each Bargaining Unit Faculty Member, affiliation will be based upon the faculty member's area of expertise/field of study as defined by their academic credentials, best practices and standards in their workforce profession, initial contract duties, and subsequent history of BGSU employment.
 - 1.3. Bargaining Unit Faculty Members may agree to accept joint or dual affiliations. If a Bargaining Unit Faculty Member accepts a joint or dual affiliation, then the duties and responsibilities of the faculty member towards the two or more academic units shall be specified in writing.
 - 1.3.1. Joint affiliations refer to situations where a Bargaining Unit Faculty Member holds appointment (including rank and salary line) in a single academic unit but also on an annual basis fulfills teaching, and/or research, and/or service assignments in at least one other academic unit.
 - 1.3.2. Dual affiliations refer to situations where a Bargaining Unit Faculty Member holds appointment (including rank and salary line) in more than one academic unit, meaning that on an annual basis the faculty member fulfills teaching, and/or research, and/or service assignments in each of these academic units.
 - 1.4. Bargaining Unit Faculty Members shall participate fully in the governance of their affiliated academic unit, unless otherwise articulated elsewhere in this Agreement.
 - 1.4.1. Bargaining Unit Faculty Members with joint affiliations shall primarily participate in the governance of the academic unit in which they hold rank and receive salary.
 - 1.4.2. Bargaining Unit Faculty Members with dual affiliations shall participate fully in the governance of each academic unit in which they hold rank.
2. Appointment
 - 2.1. Bargaining Unit Faculty Members are either Tenure-Track Faculty (TTF) or Non-Tenure-Track faculty (NTTF).

2.2. Bargaining Unit Tenure-Track Faculty shall be on either probationary or tenured appointments.

2.2.1. Probationary Appointments

2.2.1.1. Probationary appointments reflect the desire and commitment on the part of the University for continuing positions in academic units to sustain the work of those units and further the mission of the University.

2.2.1.2. Probationary faculty may be hired at the rank of assistant professor or associate professor. TTF appointments at the rank of Professor shall be tenured appointments.

2.2.1.3. The probationary appointment typically consists of no more than two (2) fixed term renewable contracts. In circumstances where no prior service credit is awarded, an initial three-year probationary contract is awarded. Following successful mid-probationary review, a second and final three-year probationary contract is awarded. In circumstances where prior service credit is awarded (Section 2.2.1.6), the revised appointment schedule will be provided to the probationary faculty member in writing and signed by the Provost/VPAA.

2.2.1.4. The probationary appointment shall continue until the faculty member is evaluated for tenure, assuming satisfactory performance of the probationer while holding the appointment.

2.2.1.5. Satisfactory performance (Section 2.2.1.4) is determined by reappointment based upon the content of annual performance reviews (APRs) (Section 6.2) conducted throughout the probationary period, being replaced by enhanced performance reviews (EPRs) at certain intervals. One of the enhanced performance reviews, called the mid-probationary review (Section 6.2), is typically held in the third year of the probationary period. The other enhanced annual performance review, called the tenure review (Section 6.6), is typically held in the sixth year of the probationary period. For each performance review, a written copy of the review will be provided to the probationary faculty member and shall be discussed with the probationer by the Department Chair/School Director.

2.2.1.6. Prior Service Credit

2.2.1.6.1. The parties recognize and agree that a new TTF member may have prior applicable academic service at another institution of higher education that may be credited toward tenure consideration at BGSU. Prior

service credit shall not exceed a total of three (3) years. The probationary period prescribed in Section 2.2.1.3 shall be reduced by the amount of prior service credit awarded so that the total probationary period shall not exceed six (6) years (unless the provisions of Section 2.2.1.7 apply).

2.2.1.6.2. A newly hired TTF member may request up to three (3) years of prior service to be counted toward the probationary period. Prior service credit, if any, shall be determined by the Provost/VPAA at the time of appointment. The Provost/VPAA should consider the vote of the academic unit's tenured faculty, if available at the time of appointment. The prior service credit, if any, being credited toward tenure consideration at BGSU shall be stated in the initial appointment letter together with a statement of when the newly hired TTF member shall receive his/her mid-probationary review and tenure review, and other material terms consistent with this Agreement.

2.2.1.6.3. In the event that an initial appointment letter does not state that prior service will be counted toward tenure at BGSU, then it is conclusively presumed that no prior service credit will be counted and the general time provisions applicable to new probationary appointments set forth in Sections 2.2.1.3 and 2.2.1.4 shall apply.

2.2.1.7. The total period of probationary service for a tenure-track faculty member cannot exceed six years, with the exception of an approved Extension of the Probationary Period (**Article 11**) or other approved leaves of absence (**Article 21**), as stipulated in writing by the Provost/VPAA. In the event tenure is denied, the University shall offer a one-year terminal contract beyond the probationary period. If the University employs or re-employs a tenure-track faculty member on probationary appointment for longer than seven consecutive years, such employment or re-employment constitutes an immediate award of tenure, unless the exceptions of the Extension of the Probationary Period (**Article 11**) or approved leaves of absence apply.

2.2.1.8. Probationary Bargaining Unit faculty Members who wish to either resign an existing appointment or to retire from BGSU service should notify in writing their respective Department Chair/School Director and also the Dean at least three (3) months prior to the end of the academic year. A waiver of these requirements may be provided by the Dean in cases such as disability, health emergency, or other reason.

2.2.2. Tenured Appointments.

- 2.2.2.1. The rights and privileges of tenure are awarded to tenure-track faculty by the Board of Trustees following either successful completion of the probationary period or the offer to hire at the rank of professor, in which latter case tenure is immediately granted.
 - 2.2.2.2. Tenure shall mean the opportunity to continue full-time employment on the terms and conditions set forth in this Agreement through each successive academic year at BGSU in an assignment that is appropriate to the academic credentials, professional training and experience, and previous BGSU employment history as a faculty member.
 - 2.2.2.3. Tenured faculty members shall have the continuing professional obligation and responsibility to remain informed in their disciplines, in order to render efficient service to the University.
 - 2.2.2.4. The tenure of a Bargaining Unit Faculty Member shall continue until one of the following occurs: death; resignation; retirement; discontinuance of the position due to fiscal exigency (**Article 15**); or termination for just cause (**Article 12**).
 - 2.2.2.5. Tenured faculty who wish to either resign an existing appointment or to retire from BGSU service, should notify in writing both the Dean and their respective Department Chair/School Director, at least three months prior to the end of the academic year. A waiver of these requirements may be provided by the Dean in cases such as disability, health emergency, or other reason.
 - 2.2.2.6. A Bargaining Unit Faculty Member may be offered and may accept an assignment to administrative duties without interrupting or impairing the faculty member's tenure, but tenure shall apply only to rank and assignment as a faculty member; an administrative assignment is subject to change at any time by action of the University.
- 2.3. Bargaining Unit Non-Tenure-Track Faculty (NTTF) shall be hired under either renewable or nonrenewable/terminal contracts. The appointment letter shall state whether the contract is either renewable or nonrenewable/terminal. Non-tenure track faculty are not eligible for tenure and do not have voting privileges in recommendations related to tenure or promotion decisions for tenure-track faculty. NTTF with less than seven years of service at the University as full-time

faculty members are not eligible to have voting privileges in recommendations related to hiring for tenure-track faculty; NTTF with seven years or more of service at the University as full-time faculty members may have voting privileges, if consistent with the practices and procedures of the applicable academic department/school.

2.3.1. NTTF Appointments During Years One, Two, and Three.

2.3.1.1. Non-tenure-track faculty may be initially hired at any rank (section 3.2) commensurate with academic credentials, professional experience, or previous employment history. After initial hire, rank is retained in subsequent contracts even if BGSU service is interrupted by years of approved leaves of absence. If promoted in rank, rank is retained in subsequent contracts even if BGSU service is interrupted by years of approved leaves of absence.

2.3.1.2. For nonrenewable/terminal contracts, the length of contract will be stated in the appointment letter. For renewable contracts, initial hiring is for one-year renewable contract or for two- or three-year terms of annually renewable contracts.

2.3.1.3. There will be annual performance reviews (APRs) at the end of each year for NTTF employed beyond an initial one-year contract (section 5.2.3).

2.3.1.4. Within the first three (3) years of full-time NTTF employment at BGSU, the offer of reappointment/contract renewal is at the sole and exclusive discretion of the University.

2.3.1.5. Bargaining Unit Faculty Members within the first three (3) years of NTTF employment at BGSU may expect to be notified by the responsible academic administrative officer as early as possible, but no later than April 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification no later than April 1 of an academic year that the appointment is not to be renewed for the next academic year, the appointment for the next academic year shall be regarded as renewed. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional appointment, or of the Bargaining Unit Faculty Member to accept such offer, later than April 1 should circumstances subsequently create the opportunity for renewed appointment

2.3.2. NTTF Appointments During Years Four, Five, and Six.

- 2.3.2.1. After any combination of previous contracts exceeds a cumulative total of three (3) years of BGSU employment as a full-time, non-tenure-track faculty member, and after the favorable completion of an enhanced performance review (EPR) during year three (Section 5.2), the subsequent offer of employment shall be for a three-year term of annually renewable contracts, during which the NTTF position does not need to be re-advertised and the NTTF does not need to reapply for the job.
- 2.3.2.2. There shall be annual performance reviews (APRs) during each year of the three-year term, with the second enhanced performance review (EPR) conducted during the final year of the three-year term (i.e., during year six of cumulative full-time NTTF employment at BGSU). Contract renewal is typically offered following successful APRs and/or EPRs (subject to 2.3.2.3); however, satisfactory performance cannot guarantee reappointment.
- 2.3.2.3. The annual renewal of contract during years four, five, and six of full-time NTTF employment at BGSU is at the discretion of the University based on the following criteria: (1) continued satisfactory performance of instructional and/or related faculty duties (as determined from annual performance reviews and enhanced performance reviews), (2) continuation of demand for duties normally performed by the appointee, or courses normally taught by the appointee (as determined by the Department Chair/School Director), and (3) anticipated budgetary resources adequate to support the NTTF position for the ensuing academic year (as determined by the Dean and approved by the Provost/VPAA). Any such nonrenewal that is for other than unsatisfactory performance will occur on the basis of seniority (least senior to be nonrenewed first) among those NTTF who, as determined by the Department Chair/School Director, have the present skills, ability, expertise, and experience to teach the courses continuing to be offered by the department/school and taught by NTTF.
- 2.3.2.4. Bargaining Unit Faculty Members within the second three years of full-time NTTF employment at BGSU may expect to be notified by the responsible academic administrative officer as early as possible, but no later than February 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification no later than February 1 of an academic year that the appointment is not to be renewed for the

next academic year, the appointment for the next academic year shall be regarded as renewed. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional appointment, or of the Bargaining Unit Faculty Member to accept such offer, later than February 1 should circumstances subsequently create the opportunity for renewed appointment.

2.3.2.5. If a Bargaining Unit Faculty Member does not receive reappointment during years four, five, and six of a full-time NTTF employment, then the reasons for failure to reappoint shall be specified in the notification letter.

2.3.3. NTTF Appointments in Year Seven and Beyond.

2.3.3.1. Upon completion of six years of cumulative full-time NTTF service at BGSU, and upon favorable completion of two (2) enhanced performance reviews (EPRs), the Bargaining Unit Faculty Member becomes eligible for an unlimited series of three-year terms of annually renewable contracts during which the NTTF position does not need to be re-advertised and the NTTF does not need to reapply for the job.

2.3.3.2. There shall be annual performance reviews (APRs) during each year of the three-year term, with enhanced performance reviews (EPRs) conducted during the final year of each three-year term. Contract renewal is typically offered following successful APRs and/or EPRs (subject to 2.3.3.3); however, satisfactory performance cannot guarantee reappointment.

2.3.3.3. The annual renewal of contract in year seven and beyond of full-time NTTF employment at BGSU is at the discretion of the University based on the following criteria: (1) continuing satisfactory performance of instructional and/or other faculty duties (as determined from annual performance reviews and enhanced performance reviews), (2) continuing demand for duties normally performed by the appointee, or for courses normally taught by the appointee (as determined by the Department Chair/School Director), and (3) adequate budget resources to continue the position for the coming year (as determined by the Dean and approved by the Provost/VPAA). Any such nonrenewal that is for other than unsatisfactory performance will occur on the basis of seniority (least senior to be nonrenewed first) among those NTTF who, as determined by the Department Chair/School Director, have the present skills, ability, expertise, and experience to teach the courses continuing

to be offered by the department/school and taught by NTTF.

- 2.3.3.4. A Bargaining Unit Faculty Member in year seven or beyond of his/her full-time NTTF employment at BGSU may expect to be notified by the responsible academic administrative officer as early as possible, but no later than December 1, of opportunities for additional appointment for the subsequent academic year or that an opportunity for additional appointment is not anticipated. Absent written notification no later than December 1 of an academic year that the appointment is not to be renewed for the next academic year, the appointment for the next academic year shall be regarded as renewed. Nothing in the foregoing, however, shall preclude the right of the University to extend an offer of additional appointment, or of the Bargaining Unit Faculty Member to accept such offer, later than December 1 should circumstances subsequently create the opportunity for renewed appointment.
- 2.3.3.5. In any case where an NTTF member with seven or more years of service is non-renewed for reasons other than unsatisfactory performance and, within one (1) year of the expiration/nonrenewal of the member's appointment, the University elects to fill an NTTF position in his or her department/school, it shall first be offered to that NTTF member provided the member has the present skills, experience and expertise for the position. Additionally, should the University elect to hire adjunct/part-time faculty to cover part of the affected faculty member's previous teaching load for the following academic year, the University shall first offer the affected faculty member the right to teach those classes which may be available. Unless the affected faculty member notifies the University within 14 days that he or she accepts any offer described in this paragraph, the offer shall be considered declined.
- 2.3.3.6. If a Bargaining Unit Faculty Member does not receive reappointment during years seven and beyond of a full-time NTTF employment, then the reasons for failure to reappoint shall be specified in the notification letter.
- 2.3.4. NTTF whose contracts have been nonrenewed pursuant to section 2.3 may apply for available full-time and part-time faculty positions at BGSU.
- 2.3.5. Status of Currently Employed NTTF at BGSU
 - 2.3.5.1. Any Bargaining Unit Faculty Members currently in years four, five, or six of consecutive appointment as NTTF as of the

effective date of this Agreement shall be deemed to have favorably completed one (1) enhanced performance review (EPR).

2.3.5.2. Any Bargaining Unit Faculty Members currently in year seven or greater of consecutive appointment as NTTF as of the effective date of this Agreement shall be deemed to have favorably completed a minimum of two (2) enhanced performance reviews (EPR) or one EPR for every third year of BGSU service as a full-time faculty member.

2.3.6. Non-tenure-track faculty members shall have the continuing obligation and professional responsibility to remain informed in their disciplines in order to render efficient service to the University.

2.3.7. Non-tenure-track faculty who wish to either resign an existing appointment, or to decline a renewal of an existing appointment for an ensuing academic year, or to retire from BGSU service, should notify in writing their respective Department Chair/School Director and also the Dean, at least three months prior to the end of the academic year. A waiver of these requirements may be provided by the Dean in cases such as disability, health emergency, or other reason.

2.4. Special Appointments.

2.4.1. Visiting Faculty refers to faculty members on leave from other institutions who do not receive BGSU salary, whose primary mission is to teach and/or pursue research during the period of appointment, and who are granted certain faculty rights and privileges (such as office space, laboratory access, or library access) to fulfill their mission. Such rights and privileges must be granted in writing and signed by the Dean, with the stipulation that none of the other provisions of this contract apply to those individuals.

2.4.2. Honorary titles including, but not limited to, Distinguished Teaching Professorships, Distinguished Research Professorships, Distinguished Professorships of the Arts, Distinguished University Professorships, or Trustee Professorships, shall all refer to special honorary recognitions of individual Bargaining Unit Faculty.

2.4.2.1. Awarding an individual Bargaining Unit Faculty Member one of these honorary titles does not replace, alter, or invalidate any or all of the rights and responsibilities of Bargaining Unit Faculty as articulated elsewhere in this Agreement.

2.4.2.2. The criteria and procedure for awarding an honorary title is given

in **Article 28**.

2.4.3. Emeritus status refers to a special designation of the rank of a retired faculty member.

2.4.3.1. For Bargaining Unit Faculty Members who earn emeritus status, the title ‘emeritus’ shall precede the rank of the Bargaining Unit Faculty Member upon retirement, for example “emeritus associate professor.”

2.4.3.2. The criteria and procedure for designating emeritus status is given in **Article 27**.

2.4.3.3. The rights and responsibilities of emeritus faculty are given in **Article 27**.

3. Academic Rank. Bargaining Unit Faculty Members shall hold one of the following ranks. There shall not be any other ranks created for Bargaining Unit Faculty. The criteria for ranks apply both to initial hiring and for subsequent evaluation for promotion.

3.1. Academic Ranks for Tenure-Track Faculty

3.1.1. Assistant Professor. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Assistant Professor:

3.1.1.1. Shall either hold an appropriate doctoral degree, or the appropriate terminal degree (in those fields where the doctorate is not the normal terminal degree) from an accredited college or university, or (if recommended by two-thirds of the faculty of the academic unit, and with concurrence of the Dean and Provost/VPAA), appointment to the rank of Assistant Professor in academic fields may be made to candidates who hold a master’s degree provided that the faculty member completes, within one year of initial appointment date, the degree specified as required in the appointment letter. Failure to complete the required terminal degree within one year of initial appointment shall be grounds for termination after one additional year of service during which the faculty member may not be further considered for tenure;

3.1.1.2. Shall have evident ability as a teacher;

3.1.1.3. Shall give evidence of ability to do scholarly or creative work; and

- 3.1.1.4. Shall give evidence of the potential to make contributions to the University, community, and/or profession.
- 3.1.2. Associate Professor. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Associate Professor:
 - 3.1.2.1. Shall hold the appropriate doctoral degree or its equivalent (see 3.1.1.1) from an accredited college or university;
 - 3.1.2.2. Shall demonstrate ability as an effective teacher;
 - 3.1.2.3. Shall have demonstrated ability to do scholarly or creative work as indicated by publications, significant research, or presentation of refereed papers at regional or national meetings, or their equivalent in the creative or performing arts; and
 - 3.1.2.4. If currently employed at BGSU, shall give evidence of active involvement in service to the University, community, and/or profession. If initially hired at this rank, shall give evidence of potential contributions to the University, community, and/or profession.
- 3.1.3. Professor. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Professor:
 - 3.1.3.1. Shall hold the appropriate doctoral degree or its equivalent (see 3.1.1.1) from an accredited college or university;
 - 3.1.3.2. Shall have an established reputation as an effective teacher;
 - 3.1.3.3. Shall have an established reputation within the discipline or profession as evidenced by a record of productive scholarship, significant research, or the equivalent in the creative or performing arts; and
 - 3.1.3.4. If currently employed at BGSU, shall give evidence of significant service to the University, community, and/or profession. If initially hired at this rank, shall give evidence of potential contributions to the University, community, and/or profession.
- 3.2. Academic Ranks for Non-Tenure Track Faculty
 - 3.2.1. Instructor. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Instructor:

- 3.2.1.1. Shall have a minimum of a master's degree in a content area appropriate for the academic unit of the appointment;
 - 3.2.1.2. Shall have evident ability or promise as a teacher (depending on assigned duties); and
 - 3.2.1.3. If the assignment involves service activities (e.g., undergraduate advising; appointments to unit, college, or university committees), shall give evidence of potential contributions to the University, community, and/or profession.
- 3.2.2. Lecturer. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Lecturer:
- 3.2.2.1. Shall have a minimum of a master's degree in a content area appropriate for the academic unit of the appointment;
 - 3.2.2.2. Shall have a minimum of six years' experience as an Instructor and/or relevant college teaching and/or professional experience (see also section 5.3.1.1);
 - 3.2.2.3. Shall demonstrate ability as an effective teacher (depending on assigned duties); and
 - 3.2.2.4. If currently employed at BGSU, and if the assignment involves service activities (e.g., undergraduate advising; appointments to unit, college, or university committees), shall give evidence of active involvement in service to the University, community, and/or profession. If initially hired at this rank, and if the assignment involves service activities (e.g., undergraduate advising; appointments to unit, college, or university committees), shall give evidence of potential contributions to the University, community, and/or profession.
- 3.2.3. Senior Lecturer. Consistent with the discipline, a Bargaining Unit Faculty Member with the rank of Senior Lecturer:
- 3.2.3.1. Shall have a minimum of a master's degree in a content area appropriate for the academic unit of the appointment;
 - 3.2.3.2. Typically shall have a minimum of six years' experience as a Lecturer and/or relevant college teaching and/or professional experience;
 - 3.2.3.3. Shall have an established reputation as an effective teacher, (depending on assigned duties); and

3.2.3.4. If currently employed at BGSU, and if the assignment involves service activities (e.g., undergraduate advising; appointments to unit, college, or university committees), shall give evidence of significant service to the University, community, and/or profession. If initially hired at this rank, and if the assignment involves service activities (e.g., undergraduate advising; appointments to unit, college, or university committees), shall give evidence of potential contributions to the University, community, and/or profession.

3.3. Implications of Full-Time NTTF Experience at BGSU on Application for Promotion

3.3.1. Historically, NTTF at BGSU have often lacked access to a meaningful mechanism for evaluation for promotion, leading to a present condition where NTTF with many years of full-time BGSU service have remained at their present rank.

3.3.2. Accordingly, NTTF Bargaining Unit Faculty Members may elect to be evaluated for promotion if one of the following apply:

3.3.2.1. NTTF Bargaining Unit Faculty Members currently holding the rank of Instructor may apply for promotion to Lecturer providing that the NTTF Bargaining Unit Faculty Member has greater than six (6) years of full-time BGSU service at the rank of Instructor.

3.3.2.2. NTTF Bargaining Unit Faculty Members currently holding the rank of Lecturer may apply for promotion to Senior Lecturer providing that the NTTF Bargaining Unit Faculty Member has greater than six (6) years full-time BGSU service at the rank of Lecturer.

3.3.3. Promotion linked to full-time experience at BGSU is not automatic, and must follow the provisions of Section 5.3.

4. Initial Hire or Selection

4.1. All Bargaining Unit faculty positions are authorized by the Provost/VPAA.

4.2. Position authorizations, announcement, search, and selection of Bargaining Unit faculty shall comply with the Bowling Green State University's *Faculty Recruitment Manual* and shall include the participation of Bargaining Unit Faculty Members, as consistent with this Agreement or unless otherwise stated in this Agreement.

4.3. Probationary Tenure-Track Faculty

- 4.3.1. The request for a new probationary tenure-track faculty position is initiated by a recommendation of the majority of the faculty from one (or several, in the case of joint or dual appointments) academic unit(s) (department, school or instructional support unit), in consultation with the Chair/Director. The recommendation is then forwarded to the appropriate dean for consideration and if approved, forwarded to the Provost/VPAA for final authorization.
- 4.3.2. The recruitment, screening (through a screening committee), and interview of candidates shall be the responsibility of the appropriate academic unit(s). The credentials of candidates shall be secured by the academic unit(s) and shall be readily available for review by all of the faculty and the Chair/Director of that unit(s).
- 4.3.3. Only tenured and tenure-track Bargaining Unit Faculty Members and NTTF with seven or more years of service as faculty members at BGSU (see section 2.3) shall have a vote on ranking which candidates to recommend for interviews. Individual schools/departments may, pursuant to their unit-level practices and policies, delegate these activities to a representative search committee or screening committee. The recommendations of the unit faculty shall be submitted to the Dean, accompanied by a letter from the Chair/Director providing an independent evaluation. In the event of a disagreement between the Chair/Director and unit faculty, the Chair/Director shall notify the unit faculty of the disagreement, with explanation, and shall meet with the unit faculty and attempt to reconcile their differences.
- 4.3.4. The Dean or faculty administrator designee will review the candidates' credentials, the recommendation and ranking by the screening committee, and the recommendation of the Chair/Director. If the Dean concurs with the recommendations, the Dean shall (in accordance with requirements of the Office of Equity and Diversity and with the concurrence of the Provost/VPAA) issue authorization for bringing certain candidates to BGSU for the purpose of an official visit/interview.
- 4.3.5. The academic unit(s) will arrange the logistics of the campus visits of candidates. Following interviews, the faculty shall meet and by majority vote establish the preferred candidate or the ranking of candidates. Comments from students, staff, and alumni may be used to augment faculty determinations, however only faculty (pursuant to section 4.3.3) may vote. The faculty recommendations shall be conveyed to the Dean accompanied by an independent recommendation from the Chair/Director. The recommendation of the Chair/Director shall also be made available to the academic unit(s) faculty.

- 4.3.6. After consultation with the academic unit(s) and Chair/Director, the Dean, as contracting officer, or his or her faculty administrator designee, shall conduct the final negotiations with candidates for appointment, consistent with the terms and conditions of employment established in this Agreement.
 - 4.3.7. The faculty of the academic unit(s) may establish expedited procedures for handling the selection process in unusual or emergency situations, such as the possible need to make hiring decisions during summer session when many of the faculty are not available.
- 4.4. Non-Tenure-Track Faculty
- 4.4.1. The request for a new full time, non-tenure-track faculty position may be initiated by a recommendation of the majority of the faculty from one (or several, in the case of joint or dual appointments) academic unit(s) (department, school or instructional support unit), in consultation with the Chair/Director. The recommendation is then forwarded to the appropriate dean for consideration and if approved, forwarded to the Provost/VPAA for final authorization.
 - 4.4.2. The recruitment, screening, and/or interview of candidates shall be the responsibility of the appropriate academic unit(s). The credentials of candidates shall be secured by the academic unit(s) and shall be readily available for review by all of the faculty and the Chair/Director of that unit(s).
 - 4.4.3. The faculty shall meet and by majority vote establish the preferred candidate or the ranking of candidates. Comments from students, staff, and alumni may be used to augment faculty determinations, however only the faculty may vote. The faculty recommendation shall be conveyed to the Dean accompanied by an independent recommendation from the Chair/Director. If the Chair/Director disagrees with the recommendation of the unit faculty, then he/she shall state the reasons for his/her disagreement in writing, and a copy of the Chair's/Director's letter must be provided to the unit faculty.
 - 4.4.4. After consultation with the academic unit(s) and Chair/Director, the Dean, as contracting officer, or his or her faculty administrator designee, shall conduct the final negotiations with candidates for appointment, consistent with the terms and conditions of employment established in this Agreement.
 - 4.4.5. The faculty of the academic unit(s) may establish expedited procedures for handling the selection process in unusual or emergency situations, such as

the possible need to make hiring decisions during summer session when many of the faculty are not available.

5. Evaluation of Non-Tenure Track Faculty

5.1. General Comments about Review of Non-Tenure-Track Faculty

- 5.1.1. A non-tenure-track faculty member shall be advised by the Department Chair/School Director regarding specific assignment duties and the substantive standards and procedures used in decisions for annual reappointment (based upon annual performance reviews and enhanced performance reviews) and for promotion. Any additional expectations used by the department or school shall be brought to the attention of the NTTF member, and written copies of these additional expectations shall be readily available upon request.
- 5.1.2. Each academic unit shall have a written success plan for the professional development of every NTTF member. The Department Chair/School Director shall communicate with the NTTF member to foster achievement and effectiveness in the areas of the NTTF member's assigned responsibilities.
- 5.1.3. The Department Chair/School Director shall provide reasonable advanced notification of upcoming unit, college, or university schedules or deadlines for reappointment, annual performance reviews, enhanced performance reviews, or promotion.

5.2. Reappointment of Non-Tenure-Track Faculty

- 5.2.1. Non-tenure-track Bargaining Unit Faculty Members shall be reviewed annually for reappointment, in the form of either an annual performance review (APR) or an enhanced performance review (EPR), in accordance with the academic unit's reappointment policy.
 - 5.2.1.1. At the unit-level, the decision to positively/negatively recommend reappointment shall be based primarily on the content of current and previous annual performance reviews (APRs) and/or enhanced performance reviews (EPRs), with emphasis on continuity of favorable performance or a clear record of improved performance.
- 5.2.2. Unit NTTF Reappointment Policy
 - 5.2.2.1. Each academic unit (department, school, or instructional support unit) shall have established written policies for annual reappointment of NTTF members regarding: (1) the criteria used

for annual performance reviews (APRs) and enhanced performance reviews (EPRs), (2) the process for conducting and completing either of these types of reviews, (3) the schedule or deadlines for completing reviews, and (4) a process outlining the opportunity for Bargaining Unit Faculty Members to submit a rebuttal letter at any stage of the reappointment review.

5.2.2.2. The responsibility for establishing criteria and procedures for evaluation and for conducting the reviews lies with the Bargaining Unit Faculty Members of the academic unit and the Chair/Director, subject to endorsement of the Dean.

5.2.2.3. The unit faculty may amend the unit's reappointment policy at any time, with the concurrence of the Chair/Director and Dean, to be applied to subsequent reappointment reviews. However, such changes may not be applied retroactively to NTTF members during existing multiple year terms of annually renewable contracts.

5.2.3. Annual Performance Reviews (APRs)

5.2.3.1. Annual Performance Reviews (APRs) shall be conducted by the Department Chair/School Director, in accordance with the unit's reappointment policy. In all cases, student evaluations of teaching shall not constitute the sole criterion for evaluation of faculty teaching performance. The written recommendation of the Chair/Director shall be submitted to the Dean and the Provost/VPAA.

5.2.3.2. Prior to submitting the unit's written recommendation to the Dean, the Department Chair/School Director shall meet with the NTTF member, provide him/her with a written copy of the recommendation, and discuss the content of the recommendation. In response, the NTTF member may submit a rebuttal letter, in accordance with the unit's NTTF reappointment policy.

5.2.3.3. The unit's written recommendation regarding reappointment shall be submitted to the Dean. The decision regarding reappointment shall be in accordance with the provisions of Section 2.3.

5.2.4. Enhanced Performance Reviews (EPRs)

5.2.4.1. Non-tenure-track Bargaining Unit Faculty Members who have received appointments for three (3) consecutive years shall be subject to an Enhanced Performance Review (EPR) during the

third year of appointment before an additional appointment can be authorized. An NTTF member on a three-year term of annually renewable contracts would normally have an EPR during the final year of his/her term.

- 5.2.4.2. Enhanced Performance Reviews shall require that the NTTF member compile a dossier consisting of his/her curriculum vitae (CV) and additional supporting materials required by the unit's reappointment policy.
 - 5.2.4.2.1. For non-tenure-track faculty, Enhanced Performance Reviews may also involve additional evaluation components including, but not limited to, demonstrations of teaching, peer review of teaching by external evaluators, presentations in various formats, public demonstrations of teaching technology, and/or external peer review of instructional activities in a clinical or laboratory setting. In all cases, student evaluations of teaching shall not constitute the sole criterion for evaluation of faculty teaching performance.
 - 5.2.4.2.2. For non-tenure-track faculty on research appointments, Enhanced Performance Reviews may involve additional evaluation components including, but not limited to, external peer reviews of publications, grants, and/or research presentations.
- 5.2.4.3. Initial responsibility for applying established criteria of the unit's reappointment policy and making recommendations regarding reappointment following an Enhanced Performance Review rests with the tenured, probationary tenure-track, and non-tenure track Bargaining Unit Faculty Members in the unit who are above the rank of the faculty member being reviewed, who shall make a written recommendation to the Department Chair/School Director.
- 5.2.4.4. The Chair/Director shall submit the written recommendations of the unit faculty to the Dean, accompanied by his/her own written statement agreeing or disagreeing with the unit faculty's recommendation. If the Chair/Director disagrees with the recommendation of the unit faculty, then he/she shall state the reasons for his/her disagreement in writing.
- 5.2.4.5. Prior to submitting the unit's recommendation to the Dean, the Department Chair/School Director shall meet with the NTTF

member, provide him/her with copies of the written recommendation from the unit faculty and the recommendation from the Chair/Director, and discuss the content of the recommendations. In response, the NTTF member may submit a rebuttal letter in accordance with the unit's NTTF reappointment policy.

5.2.4.6. The Dean of the college shall make his/her own recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair's/Director's recommendation, and the recommendation from the college-level review committee. The Dean will then forward his/her recommendation, along with the written recommendations of the faculty of the academic unit, the Chair's/Director's recommendation, and the college-level review committee's recommendations to the Provost/VPAA.

5.2.4.7. The Provost/VPAA shall have the responsibility for recommending reappointment or nonrenewal to the President. All written recommendations with appropriate supporting material appended thereto and a record of actions taken shall become part of the permanent personnel files in the Office of the Provost/VPAA.

5.2.4.8. The decision to reappoint the faculty member, upon the completion of the Enhanced Performance Review, shall be in accordance with the provisions of Section 2.3.

5.2.4.9. If, after considering the progress recommendations from the academic unit, the Chair/Director, the college-level review committee, and the Dean, the VPAA determines that a non-tenure track faculty member is not performing satisfactorily, the University shall give written notice of its intention to nonrenew the employment of the affected Bargaining Unit Faculty Member and the reasons for the decision to nonrenew shall be specified, with a copy sent to the BGSU-FA.

5.3. Promotion of Non-Tenure-Track Faculty

5.3.1. Promotion in rank is based upon performance. A non-tenure-track faculty member may request an evaluation for promotion based upon: (1) the criteria for such rank (Section 3.0), (2) academic unit policies, and (3) the academic achievements of the NTTF member.

5.3.1.1. Instructors are eligible to be promoted to Lecturer after six years of experience as a full-time faculty member at BGSU (section 3.2.2.2) and two successful Enhanced Performance Reviews

(section 5.2.4). However, based upon exceptional performance or achievement, a Bargaining Unit Faculty Member, at the discretion of the administration, may have the opportunity to apply for promotion prior to six (6) years.

5.3.1.2. Lecturers are eligible to be promoted to Senior Lecturer typically after six years of experience as a Lecturer at BGSU (section 3.2.3.2) and two successful Enhanced Performance Reviews as a Lecturer (section 5.2.4).

5.3.2. Unit NTTF Promotion Policy.

5.3.2.1. Each academic unit (department, school, or instructional support unit) shall have established written policies for promotion of NTTF members regarding: (1) the criteria used for evaluation, (2) the process for conducting and completing the evaluation for promotion, (3) the schedule or deadlines necessary for completing the evaluation and, (4) a process outlining the opportunity for Bargaining Unit Faculty Members to submit a rebuttal letter at any stage of the promotion process. In all cases, student evaluations of teaching shall not be the sole criterion for evaluation of faculty teaching performance.

5.3.2.2. The responsibility for establishing criteria and procedures for evaluation and for conducting the reviews lies with the Bargaining Unit faculty members of the academic unit and the Chair/Director, subject to endorsement of the Dean.

5.3.2.3. The unit faculty may amend the unit's NTTF promotion policy at any time, with the concurrence of the Chair/Director and Dean, to be applied to subsequent reappointment reviews. However, changes in the criteria for promotion may not be applied retroactively to NTTF members during existing multiple year terms of annually renewable contracts.

5.3.3. Process for Evaluation of NTTF Promotion Request

5.3.3.1. A request by a NTTF member for promotion shall be evaluated by the eligible voters of the academic unit.

5.3.3.1.1. The academic unit's eligible voters for a non-tenure-track faculty member applying for promotion shall consist of all tenured Bargaining Unit Faculty Members in the unit and all non-tenure-track Bargaining Unit Faculty Members of higher rank in the unit.

- 5.3.3.1.2. In academic units with fewer than three eligible voters, the dean of the college shall appoint BGSU Bargaining Unit Faculty Members holding rank higher than the applicant for promotion, from related disciplines outside the unit, with the consent of the unit's voting eligible faculty and the Chair/Director. Such appointments will be made so as to maintain the integrity of the discipline.
- 5.3.3.2. Initial responsibility for applying the established criteria and making recommendations regarding promotion rests with the academic unit's eligible voters, who shall make a written recommendation to the Chair/Director.
- 5.3.3.3. The Chair/Director shall submit to the Dean the written recommendation of the academic unit's eligible voters accompanied by his/her own written statement agreeing or disagreeing with the unit faculty's recommendation. If the Chair/Director disagrees with the unit's recommendation, then he/she shall state his/her reasons for the disagreement in writing.
- 5.3.3.4. Prior to submitting the unit's recommendation to the Dean, the Department Chair/School Director shall meet with the NTTF member, provide him/her with copies of the written recommendation from the unit faculty and the recommendation from the Chair/Director, and discuss the content of the recommendations.
- 5.3.3.5. The Dean of the college shall make his/her own recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair's/Director's recommendation, and the recommendation from the college-level review committee. The Dean will then forward his/her recommendation, along with the written recommendations of the faculty of the academic unit, the Chair's/Director's recommendation, and the college-level review committee's recommendations to the Provost/VPAA.
- 5.3.3.6. The Provost/VPAA shall have the responsibility for recommending promotion to the President and the Board of Trustees. All written recommendations with appropriate supporting material appended thereto and a record of actions taken shall become part of the permanent personnel files in the Office of the Provost/VPAA.
- 5.3.3.7. Before the recommendation is forwarded to the next level, the faculty member shall be informed in writing of the

recommendation at each stage of the evaluation process. The faculty member has the right to withdraw from the evaluation process at any time by informing his or her Chair/Director, Dean, and Provost/VPAA, as appropriate. In cases where the candidate has exercised his or her right to withdraw from the evaluation process, the recommendation shall not be forwarded to the next level and the evaluation process shall cease without prejudice regarding any future request for promotion.

- 5.3.3.8. An affirmative vote of a majority of the academic unit's eligible voters (as defined in 5.3.3.1.1) shall be required to recommend that promotion be granted. Bargaining Unit Faculty Members eligible to vote have the responsibility to vote in decisions on promotion. An abstention or failure to vote has the same effect as a negative vote. Eligible voters on Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on promotion; however, if they abstain or fail to vote, such abstention or failure to vote does not have the effect of a negative vote.

6. Evaluation of Tenure-Track Faculty

6.1. General Comments about Review of Probationary Tenure-Track Faculty

- 6.1.1. A probationary tenure-track faculty member shall be advised by the Department Chair/School Director regarding assigned duties and the substantive standards and procedures used in personnel decisions for reappointment (based upon annual performance reviews and enhanced performance reviews), promotion, and tenure. Any additional expectations used by the department or school shall be brought to the attention of the probationary faculty member, and written copies of these additional expectations shall be readily available upon request.
- 6.1.2. Each academic unit shall have a written success plan for the professional development of the probationary faculty member. The Department Chair/School Director shall communicate with the probationary faculty member to foster achievement and effectiveness in all areas of teaching, service, and research.
- 6.1.3. The Department Chair/School Director shall provide reasonable advanced notification of upcoming unit, college, or university schedules or deadlines for reappointment, annual performance reviews, enhanced performance reviews, tenure, or promotion.

6.2. Reappointment of Probationary Faculty

6.2.1. Probationary tenure-track faculty members shall be reviewed annually in the form of either an annual performance review (APR) or for reappointment in an enhanced performance review (EPR), in accordance with the academic unit's reappointment policy.

6.2.1.1. At the unit-level, the decision to positively/negatively recommend reappointment shall be based primarily on the content of current and previous annual performance reviews (APRs) and/or enhanced performance reviews (EPRs), with emphasis on satisfactory progress toward tenure and/or promotion (if applicable).

6.2.2. Unit Probationary Faculty Reappointment Policy

6.2.2.1. Each academic unit (department, school, or instructional support unit) shall have established written policies for reappointment of probationary faculty members regarding: (1) the criteria used for annual performance reviews (APRs) and enhanced performance reviews (EPRs), (2) the process for conducting and completing either of these types of reviews, (3) the schedule or deadlines for completing reviews and, (4) a process outlining the opportunity for Bargaining Unit Faculty Members to submit a rebuttal letter at any stage of the reappointment review.

6.2.2.2. The responsibility for establishing criteria and procedures for evaluation and for conducting the annual reviews of probationary tenure-track faculty members lies with the tenured and tenure-track Bargaining Unit Faculty Members of the academic unit and the Chair/Director, subject to the endorsement of the Dean.

6.2.2.3. The unit faculty may amend the unit's reappointment policy at any time, with the concurrence of the Chair/Director and Dean. However, such changes may not be applied retroactively to probationary tenure-track faculty during their probationary period.

6.2.3. Annual Performance Review (APR)

6.2.3.1. Annual Performance Reviews (APRs) shall be conducted by the Department Chair/School Director, in accordance with the unit's reappointment policy. The review shall evaluate the probationary tenure-track faculty member's progress in teaching, research or creative work, service, and librarian effectiveness (if applicable). In all cases, student evaluations of teaching shall not be the sole criterion for evaluation of faculty teaching performance. The review shall be submitted in writing to the

Dean and to the Provost/VPAA. Included in the review shall be a statement indicating whether sufficient progress is being made toward tenure and/or promotion.

6.2.3.2. Prior to submitting the unit's written recommendation to the Dean, the Department Chair/School Director shall meet with the probationary tenure-track faculty member, provide him/her with a written copy of the recommendation, and discuss the content of the unit's recommendation. In response, the probationary tenure track faculty member may submit a rebuttal letter, in accordance with the unit's probationary faculty reappointment policy.

6.2.4. Mid-Probationary Enhanced Performance Review (EPR)

6.2.4.1. Probationary tenure-track faculty members shall be given an enhanced performance review at the mid-point of their probationary period. The mid-probationary enhanced performance review shall normally occur during the third year of a probationary appointment. However, in cases where a faculty member has received prior service credit (Section 2.2.1.6), the review shall occur at a time agreed upon by the appointee and the Provost/VPAA.

6.2.4.2. Mid-probationary enhanced performance reviews shall be conducted by the tenured Bargaining Unit Faculty Members of the academic unit. The review shall evaluate the probationary tenure-track faculty member's progress in teaching, research or creative work, service, and librarian effectiveness (where applicable). In all cases, student evaluations of teaching shall not constitute the sole criterion for evaluation of faculty teaching performance. The unit faculty's recommendation shall be submitted in writing to the Department Chair/School Director.

6.2.4.3. The Department Chair/School Director shall submit the recommendation of the unit faculty to the Dean accompanied by a written statement agreeing or disagreeing with that recommendation. If the Chair/Director disagrees with the unit faculty's recommendation, he/she should state the reasons for disagreement in writing.

6.2.4.4. Prior to submitting the unit's recommendation to the Dean, the Department Chair/School Director shall meet with the probationary tenure-track faculty member, provide him/her with copies of the written recommendation from the unit faculty and the recommendation from the Chair/Director, and discuss the content of the recommendations. In response, the probationary

tenure-track faculty member may submit a rebuttal letter, in accordance with the unit's probationary faculty reappointment policy.

- 6.2.4.5. The Dean of the college shall make his/her own recommendation after reviewing the written recommendations of the unit faculty, Chair/Director, and the recommendation of the college-level review committee. The Dean shall then forward his/her recommendation, along with the written recommendations of the unit faculty, the Chair/Director, and the college-level review committee, to the Provost/VPAA.
- 6.2.4.6. The Provost/VPAA shall have the responsibility for recommending reappointment or non-renewal to the President. All written recommendations with appropriate supporting material appended thereto and a record of actions taken shall become part of the permanent personnel files in the Office of the Provost/VPAA.
- 6.2.4.7. If, after considering the progress recommendations from the academic unit faculty, the Chair/Director, the college-level review committee, and the Dean, the Provost/VPAA determines that a probationary tenure-track faculty member is not making reasonable progress toward tenure, the University shall give written notice of its intention to non-renew the employment of the affected probationary tenure-track Bargaining Unit Faculty Member, and a copy of the notification is sent to the BGSU-FA.
- 6.2.4.8. A probationary tenure-track Bargaining Unit Faculty Member who fails to obtain a recommendation for reappointment at the end of the mid-probationary review shall receive a one (1) year terminal appointment at the end of which time, the Bargaining Unit Faculty Member shall be terminated from employment at BGSU.

6.3. Standards for Tenure

- 6.3.1. The probationary tenure-track faculty candidate for tenure who has adhered to professional standards of ethics, the Ohio Code of Ethics Law, and appropriate professional codes of ethics, shall be granted or denied tenure solely on the basis of the following criteria: attainment of the terminal degree or its professional equivalent, teaching effectiveness, scholarly or creative work, librarian effectiveness (where applicable), and service to the University community or profession.
- 6.3.2. More precise statements of criteria for teaching effectiveness, scholarly or creative activity, service, and librarian effectiveness (where applicable)

used for the granting or denial of tenure may be specified by the tenured Bargaining Unit Faculty Members in individual academic units (Section 6.5.1). All such statements must be approved by the Dean and by the Provost/VPAA.

6.4. Standards for Promotion

- 6.4.1. Promotion in rank for tenure-track and tenured faculty members is based upon performance. Any faculty member may perform satisfactorily at a given academic rank without necessarily warranting promotion to a higher one. It also is recognized that a period of time will elapse after a promotion, during which time further promotion is not normally to be expected. A faculty member may request a promotion review in accordance with established deadlines set by the Provost/VPAA's office. In addition, faculty members whose performance merits consideration for promotion may be invited by the Chair/Director to submit credentials for promotion review.
- 6.4.2. The criteria for the ranks of assistant professor, associate professor, and professor are set forth in Section 3. More precise statements of what is expected for promotion under teaching effectiveness, scholarly or creative activity, service, or librarian effectiveness (where applicable), may be specified by the tenured Bargaining Unit Faculty Members in individual academic units (Section 6.5.1). All such statements must be approved by the Dean and by the Provost/VPAA.

6.5. Process for Making Tenure and Promotion Recommendations

- 6.5.1. Each academic unit (department, school, or instructional support unit) shall have written policies for tenure and promotion for TTF members, regarding: (1) the criteria used for tenure and promotion, (2) the process for conducting and completing tenure and promotion reviews, (3) the schedule or deadlines for completing tenure and promotion reviews, and (4) a process outlining the opportunity for Bargaining Unit Faculty Members to submit a rebuttal letter at any stage of the tenure and promotion process. In all cases, student evaluations of teaching shall not constitute the sole criterion for evaluation of faculty teaching performance.
- 6.5.2. Initial responsibility for applying the established criteria and making recommendations regarding tenure and promotion rests with the academic unit's eligible voters, who shall make a written recommendation to the Chair/Director.
- 6.5.3. The Chair/Director shall submit the recommendation of the tenured Bargaining Unit Faculty Members of the academic unit and his or her written statement agreeing or disagreeing with that recommendation to the

Dean. If the recommendation of the Chair/Director differs from that of the academic unit's tenured Bargaining Unit Faculty Members, this recommendation of the Chair/Director shall state the reasons for the difference.

- 6.5.4. The Dean of the college shall make his/her own recommendation after reviewing the written recommendations of the academic unit, the Chair/Director, and the recommendation from the college-level review committee. The Dean will then forward his/her recommendation, along with and the written recommendations of the academic unit, the Chair/Director, and the college-level review committee, to the Provost/VPAA.
- 6.5.5. The Provost/VPAA shall have the responsibility for recommending approval or disapproval to the President and the Board of Trustees. All written recommendations with appropriate supporting material appended thereto and a record of actions taken shall become part of the permanent personnel files in the Office of the Provost/VPAA.
- 6.5.6. Before the recommendation is forwarded to the next level, the TTF member shall be informed in writing of the recommendation at each stage of the evaluation process. Except for the tenure and promotion to associate professor evaluation occurring during the last year of the probationary appointment, the candidate has the right to withdraw from the evaluation process at any time by informing his or her Chair/Director, Dean and Provost/VPAA, as appropriate. In cases where the candidate has the right to withdraw from the evaluation process, the recommendation shall not be forwarded to the next level and the evaluation process shall cease without prejudice regarding any future request for tenure and/or promotion.

6.6. Evaluation for Tenure and Promotion to Associate Professor

- 6.6.1. Evaluation for Tenure and Promotion to Associate Professor shall be in accordance with the process set forth in Section 6.5.
- 6.6.2. Probationary tenure-track and tenured faculty members shall be advised of the time when decisions affecting tenure and promotion are ordinarily made and shall be given the opportunity to submit material that they believe to be pertinent to a decision.
- 6.6.3. Probationary tenure-track faculty members may seek tenure at any time during the period of probationary service, and denial of an early request for tenure shall have no effect on subsequent applications for tenure within the probationary period.

- 6.6.4. A probationary tenure-track faculty member in the last year of probationary appointment, or who presents him/herself for tenure and promotion at an earlier date, shall be evaluated by the eligible voters of the academic unit (Section 6.6.5), and there shall be a single vote of recommendation for or against tenure and promotion to associate professor shall be made.
- 6.6.5. The academic unit's eligible voters shall consist of those Bargaining Unit Faculty Members who are tenured and are at or above the rank of associate professor. In academic units with fewer than three eligible voters, the Dean of the college shall appoint tenured BGSU Bargaining Unit Faculty Members from related disciplines outside the unit with the consent of the unit's tenured faculty and the Chair/Director. Appointments shall be made so as to maintain integrity of the discipline.
- 6.6.6. An affirmative vote of at least two-thirds of all eligible voters shall be required to recommend that tenure and promotion to associate professor be granted. Promotion to the rank of associate professor during the probationary period requires a two-thirds affirmative vote of all eligible voters in the academic unit because such action constitutes immediate tenure. Tenured Bargaining Unit Faculty Members at or above the rank of associate professor have the responsibility to vote in decisions on tenure and promotion to associate professor. An abstention or failure to vote has the same effect as a negative vote. Eligible voters on Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on tenure and promotion to associate professor; however, if they abstain or fail to vote, such abstention or failure to vote does not have the effect of a negative vote.
- 6.6.7. In cases where the Bargaining Unit Faculty Member is a tenured assistant professor, the faculty member will apply for promotion to the rank of associate professor independently of an application for tenure. In such cases, an affirmative vote of a majority of all eligible voters shall be required to recommend that promotion be granted. An abstention or failure to vote has the same effect as a negative vote. Eligible voters on Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on promotion; however, if they abstain or fail to vote, such abstention or failure to vote does not have the effect of a negative vote.
- 6.6.8. In cases where the Bargaining Unit Faculty Member begins employment at BGSU as an associate professor without tenure, the faculty member may apply for tenure independently of an application for promotion. In such cases, an affirmative vote of at least two-thirds of all eligible voters shall be required to recommend that tenure be granted. An abstention or failure to vote has the same effect as a negative vote. Eligible voters on

Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on tenure; however, if they abstain or fail to vote, such abstention or failure to vote does not have the effect of a negative vote.

6.7. Evaluation for Promotion to Professor

6.7.1. Evaluation for Promotion to Professor shall be in accordance with the process set forth in Section 6.5.

6.7.2. A tenure-track or tenured Bargaining Unit Faculty Member who presents him/herself for promotion shall be evaluated by the eligible voters of the academic unit pursuant to Section 6.7.3.

6.7.3. The academic unit's eligible voters for candidates applying for promotion to professor shall consist of tenured Bargaining Unit Faculty Members who are at the rank of professor. In academic units with fewer than three eligible voters, the Dean shall appoint tenured BGSU Bargaining Unit Faculty Members holding the rank of professor from related disciplines outside the unit with the consent of the unit's tenured faculty and the Chair/Director. Appointments shall be made so as to maintain integrity of the discipline.

6.7.4. An affirmative vote of a majority of eligible voters shall be required to recommend that promotion be granted. Tenured Bargaining Unit Faculty Members at the rank of professor have the responsibility to vote in decisions on promotion to professor. An abstention or failure to vote has the same effect as a negative vote. Eligible voters on Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on promotion; however, if they abstain or fail to vote, such abstention or failure to vote does not have the effect of a negative vote.

7. Evaluation for Faculty with Joint or Dual Affiliation

7.1. For faculty whose appointment has joint affiliation (section 1.3) or dual affiliation (section 1.3), there should be a written agreement stating such affiliation, signed by the Provost/VPAA, regarding which academic unit criteria shall be applied in making decisions regarding evaluations for reappointment, merit salary raises, tenure (if applicable) or promotion.

7.2. For faculty whose appointment has joint affiliations, it shall be customary that the evaluation criteria used shall be based on the policies of the academic unit that holds the rank and salary line of the faculty member. Exceptions to this provision must be in writing and signed by the Provost/VPAA.

- 7.2.1. In order to enhance the evaluation base, the Dean shall appoint faculty qualified to vote; who are representative of the other academic units in which the faculty member fulfills annual assignments of teaching, research, or service; in a proportionality matching the faculty member's assignment to these other unit(s); to participate in the unit evaluation process.
 - 7.2.2. Academic units may authorize faculty personnel committees to fulfill a portion of the evaluation process, in which case for faculty on joint appointments there shall be committee membership representative of the faculty member's annual teaching, research, or service assignment to the several academic units.
 - 7.2.3. In the absence of a written agreement at the time of hire between tenure-track or tenured faculty members and the Provost/VPAA establishing alternate criteria and process for the evaluation of reappointment, tenure and promotion, faculty members holding a joint appointment will follow standards for tenure and standards for promotion established by the academic unit in which they were appointed upon hire.
- 7.3. For faculty whose appointment has dual affiliation, it shall be customary for the various academic units to stipulate in writing which unit criteria, or combinations of criteria, shall be used for evaluations for reappointment, merit, tenure, and promotion. Such stipulations must be in writing and signed by the Provost/VPAA.
 - 7.3.1. Academic units may authorize faculty personnel committees to fulfill a portion of the evaluation process, in which case for faculty on dual appointments there shall be committee membership representative of the faculty member's annual teaching, research, or service assignments in each unit.
 - 7.3.2. In the absence of a written agreement at the time of hire between tenure track or tenured faculty members and the Provost/VPAA establishing alternate criteria and process for the evaluation of reappointment, tenure and promotion, faculty members holding dual affiliation will follow written standards for promotion and standards for tenure of the academic unit stated in the initial letter of appointment.
- 7.4. Faculty whose appointments have joint or dual affiliations have the right and privilege to seek redress through the grievance and arbitration process (**Article 13**) if the reappointment, merit, tenure, or promotion policies of the affiliated units are not clearly or fairly applied.

8. Grievances Related to This Article

- 8.1. The procedures set forth in this Article shall govern grievances, including any arbitration, related to denial of tenure, denial of promotion, or non-renewal of appointment of Bargaining Unit Faculty Members.
- 8.2. In grievances related to denial of tenure, denial of promotion of tenure-track faculty and non-tenure track faculty, or nonrenewal of appointment for tenure-track faculty and non-tenure track faculty, the arbitrator shall consider all procedural errors or claims that the decisions made were arbitrary and capricious and determine if, in their totality, they constitute substantive prejudice to the candidate.
- 8.3. The arbitrator's authority to form an award shall be confined to (1) identifying the error; and (2) remanding the matter back to the University for further consideration from the point in the process where the identified error occurred. The arbitrator shall remand the tenure, promotion, or non-renewal decision being grieved to the point of initial error with directions as to which of the existing procedures in the Agreement or in applicable college, school, or department bylaws are to be followed.
- 8.4. The arbitrator does not have the authority to award tenure, promotion, or renewal of appointment to a Bargaining Unit Faculty Member.
- 8.5. At each level where a tenure or promotion case is remanded and/or subsequently reviewed, individuals and committees shall consider, on an expedited basis, any advice and recommendations made by the arbitrator.

ARTICLE 15

RETRENCHMENT

1. Determining the Necessity for Retrenchment

1.1. Retrenchment may be necessary when a judgment, made by action of the Board, based upon evidence made available to the BGSU-FA according to the schedules set forth in this Article, indicates one (1) of the four (4) circumstances listed in Section 1.1.1 through 1.1.4 exists at the University.

1.1.1. Financial exigency, defined as financial problems so severe that they threaten the University's ability to maintain its operations at an acceptable level of quality;

1.1.2. Significant reduction in enrollment of a college, school, department, or program continuing over five (5) or more academic semesters (not including summer) and which is expected to persist;

1.1.2.1. In the case of certain non-instructional institutes or centers, evidence must be based on revenue trends over a minimum of five semesters (not including summers).

1.1.3. Discontinuation of a college, school, department or program; or

1.1.4. Action by the Ohio Board of Regents or Ohio General Assembly or accrediting body which requires the University to implement a retrenchment.

2. Bargaining Unit Reductions through Attrition First

2.1. Normal attrition is the preferred approach to alleviating financial exigency or responding to enrollment patterns.

2.2. If the Board determines, according to the criteria listed in Section 1 of this Article, that retrenchment is necessary and, further, that in implementing this retrenchment a reduction in Bargaining Unit Faculty Members is necessary, the Board shall attempt to achieve the desired result through attrition, including voluntary early retirement.

2.3. If, after completing this procedure, the Board makes the judgment that retrenchment requires reductions in bargaining unit faculty beyond those conducted through attrition, the following procedures establish the process for implementing any retrenchment.

3. Information

In this Article, “day” means Monday through Friday during fall and spring semesters.

- 3.1. The University shall provide to the BGSU-FA evidence of the need for retrenchment, based on the criteria listed in Section 1 of this Article, of efforts to implement this retrenchment as outlined in Sections 2.1 and 2.2 of this Article, evidence that these efforts remain insufficient, and evidence that clearly documents the necessity for a recommendation to release bargaining unit faculty.
 - 3.2. At the same time, the Provost/VPAA shall notify the Dean/Chair/Director of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the BGSU-FA.
 - 3.3. Upon receipt of the above-described notice of possible retrenchment, the Dean/Chair/Director of the affected unit(s) shall obtain the recommendations of the affected unit(s)’s members on how best to carry out the proposed retrenchment. The unit members’ recommendations, including any alternative proposals, shall be submitted by the Dean/Chair/Director to the Provost/VPAA and to the Joint Committee on Retrenchment (see Section 4 of this Article, below) within ten (10) days after receipt of the notification of possible retrenchment, unless otherwise mutually agreed in writing.
 - 3.4. The BGSU-FA shall be provided access and the opportunity to inspect and/or copy any additional information relevant to the anticipated retrenchment within five (5) days after the delivery of a written request to the Provost/VPAA.
4. Consultation
- 4.1. Within five (5) days after receipt of the data and information in Section 3.1 a Joint Committee on Retrenchment, with three members appointed by the President and three (3) members appointed by the BGSU-FA, shall be formed, members shall be provided the information regarding retrenchment identified in Section 3 of this Article, and this group shall hold its first meeting. The Provost/VPAA, or designee, shall chair the committee in an ex-officio, non-voting capacity.
 - 4.2. In the case of an anticipated retrenchment affecting a college, school, department, or program, the Joint Committee on Retrenchment’s recommendations shall include, with respect to such college, school, department or program, consideration of:
 - 4.2.1. Its historical role and contributions in the University’s educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
 - 4.2.2. The dependence of other programs in the University on the college, department, or program;

- 4.2.3. Duplication elsewhere in the University of courses, research or services offered through the department, college or program, and possible organizational arrangements which might serve as alternatives to discontinuation;
 - 4.2.4. Arrangements which can be made to allow enrolled students to satisfy degree or certificate requirements;
 - 4.2.5. Stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
 - 4.2.6. The profile of ages, periods of service and tenure status of its bargaining unit faculty and an estimate of their possible usefulness elsewhere within the University;
 - 4.2.7. Possible arrangements for planned phasing out of the college, school, department, or program as an alternative to abrupt discontinuation; and
 - 4.2.8. Any other factors the Joint Committee on Retrenchment deems relevant.
- 4.3. Unless otherwise mutually agreed to in writing, within thirty (30) days after the receipt of the data and information in Section 3.1 and 3.3 this Joint Committee on Retrenchment will submit its advisory recommendations to the President. Such recommendations may include ways to relieve the need for retrenchment by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.
 - 4.4. The President shall forward these recommendations along with his or her own recommendations to the Board as soon thereafter as practicable. Other than as provided in Section 11 of this Article, the University agrees to take no action regarding retrenchment until the President and the Board have reviewed the recommendations from the Joint Committee on Retrenchment.
5. After receiving and considering the recommendation(s) in Section 4, the Board will make the final determination to implement retrenchment.

6. The Retrenchment Process

Once the final determination has been made that retrenchment is necessary, the following factors shall determine which Bargaining Unit Faculty Member(s) within the affected unit(s) will be released:

- 6.1. Bargaining Unit Faculty Members will be recommended for release starting with the lowest numbered category:

- 6.1.1. Adjunct/Part-Time
 - 6.1.2. Instructor
 - 6.1.3. Lecturer
 - 6.1.4. Senior Lecturer
 - 6.1.5. Tenure Track Assistant Professor
 - 6.1.6. Tenure Track Associate Professor
 - 6.1.7. Tenured Assistant Professor
 - 6.1.8. Tenured Associate Professor
 - 6.1.9. Professor
- 6.2. In making the final determination within each category as to whether or not an individual Bargaining Unit Faculty Member will be released, the following additional factors will be given full consideration:
- 6.2.1. The University's commitment to affirmative action and its policies adopted thereunder
 - 6.2.2. The quality of the bargaining unit member's service in the areas of teaching, research and publication and University and public service
 - 6.2.3. The impact on the academic program resulting from the release of the bargaining unit member
 - 6.2.4. Length of service with the University as a full-time faculty member
- 6.3. The seniority of non-tenure track Bargaining Unit Faculty Members may be amended as set forth below to account for the periods of BGSU service of certain individuals within any one rank caused by the historical lack of opportunity to advance in rank. Solely for the purposes of retrenchment:
- 6.3.1. Non-tenure track Bargaining Unit Faculty Members with less than six (6) years of continuous BGSU service as a full-time faculty member shall be evaluated for seniority based upon years of service in their present rank;
 - 6.3.2. Non-tenure track Bargaining Unit Faculty Members with between six (6) and twelve (12) years of continuous BGSU service as a full-time faculty member may convert six (6) years experience to advancement of one rank, and any additional years of service beyond those six (6) years count as years of continuous service at that higher rank; and
 - 6.3.3. Non-tenure track Bargaining Unit Faculty Members with greater than twelve (12) years of continuous BGSU service as a full-time faculty member may convert twelve (12) years experience to advancement of a maximum of two ranks, and any additional years of continuous service beyond those twelve (12) years count as years of service at that higher rank.

6.3.4. Continuous service for non-tenure track Bargaining Unit Faculty Members shall exclude temporary breaks in service. A temporary break in service occurs when the break is equal to two years or less.

6.4. The Dean/Chair/Director of the affected unit(s) after receiving the recommendation of the affected unit's members concerning the factors listed in this Section 6.2 will make final recommendations in accordance with Section 6.1 and 6.2 to the Provost/VPAA concerning the individual Bargaining Unit Faculty Members to be released. Whenever bargaining unit faculty within a category are considered approximately equivalent in the ratings on the factors set forth in section 6.2, then length of service with the University as a full-time faculty member will be the deciding factor.

6.5. The Provost/VPAA will then make the final decision for the University in accordance with sections 6.1 and 6.2 concerning the Bargaining Unit Faculty Member(s) to be released and will notify each such Bargaining Unit Faculty Member in accordance with the time limitations set forth in the following Section 7. A copy of each such notification shall be sent to the BGSU-FA.

7. Notice of Release

7.1. The University will provide notice of release to affected Bargaining Unit Faculty Members in accordance with the following:

7.1.1. For a Bargaining Unit Faculty Member holding a first (1st) or second (2nd) one (1) year contract expiring at the end of that academic year, not later than March 15; or if the one (1) year appointment terminates during an academic year, at least three (3) months in advance of its termination.

7.1.2. For a Bargaining Unit Faculty Member holding more than a second (2nd) one (1) year contract expiring at the end of that academic year, not later than December 15; or if the one (1) year appointment terminates during an academic year, at least six (6) months in advance of its termination.

7.1.3. For a probationary tenure-track Bargaining Unit Faculty Member who is under tenure consideration, at least twelve (12) months, spanning at least two (2) academic semesters, not including summers.

7.1.4. For a tenured Bargaining Unit Member, at least eighteen (18) months, spanning at least three (3) academic semesters, not including summers.

8. During a period of three (3) academic years following release of a Bargaining Unit Faculty Member under this Article, such Bargaining Unit Faculty Member shall be offered reinstatement to the same or similar position if reauthorized. Released Bargaining Unit Faculty Members who have been offered reinstatement will have a period of thirty (30) days in which to

accept or decline the offer of reinstatement. The released Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one (1) year) before beginning the recalled position at the University. The University's offer to reinstate, if accepted, shall be at the same tenure level, rank and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the Bargaining Unit Faculty Member was released. If the Bargaining Unit Faculty Member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the Bargaining Unit Faculty Member's employment rights at the University shall be terminated.

9. In the event that a part-time teaching position becomes available in the program of a released Bargaining Unit Faculty Member and if the Bargaining Unit Faculty Member has the appropriate qualifications for the position, the Bargaining Unit Faculty Member will receive first (1st) consideration for the position. Acceptance or declination of such a part-time teaching position does not affect in any way the rights of a released Bargaining Unit Faculty Member to reemployment under Section 8 of this Article.

10. A Bargaining Unit Faculty Member who accepts reappointment shall be credited with rank and shall be reappointed with tenure if tenured at the time of release.

11. A Bargaining Unit Faculty Member released due to financial exigency will receive from the University, to commence at the time of release, a one (1) year continuance of the University health insurance policy without charge. A terminated Bargaining Unit Faculty Member shall be eligible to continue coverage under the University's group rate benefit programs for health insurance benefits at his/her own expense as provided for under COBRA.

12. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. The parties recognize that catastrophic circumstances, such as *force majeure*, could develop which are beyond the control of the University and would render impossible or unfeasible the implementation of procedures set forth in this Article. Therefore, this Section 12 shall not be used to accomplish retrenchment as set forth in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the University will meet with representatives of the BGSU-FA to discuss and show evidence of the circumstances described above and that this evidence will at least satisfy the requirements outlined in Section 3.1 of this Article and to discuss the proposed course of action.

ARTICLE 16

SPOUSAL / SAME-SEX DOMESTIC PARTNER HIRES

1. Consideration of spousal/same sex domestic partner hiring issues should occur only at the initiative of the selected candidate for recruitment or retention and with the approval of the Dean(s) of the affected college(s) and Provost/VPAA, and notice to the President of the BGSU-FA, or designee. In order for a candidate's same sex domestic partner to be considered, the candidate must complete an Affidavit of Same Sex Domestic Partnership for Benefits.
2. The policy will apply only to persons recruited through a regional or national search process. The level of opportunity provided, if any, will be based on institutional priorities and need.
3. Levels of Opportunity
 - 3.1. A tenure-track or tenured position may be created.
 - 3.2. An instructor or other non-tenure track faculty position may be created.
4. Considerations of Qualifications and Affirmative Action
 - 4.1. Spousal/same-sex domestic partner faculty hiring shall be done in compliance with Bowling Green State University affirmative action policies and procedures.
 - 4.2. In the event that a candidate initiates consideration of the appointment of a spouse/same sex domestic partner and such consideration includes the creation of a new position, the receiving academic unit Bargaining Unit Faculty Members shall make recommendations to the School Director/Department Chair, Dean, and the Provost/VPAA concerning the following:
 - 4.2.1. Qualifications of the spousal/same sex domestic partner candidate in relation to others of comparable rank in the academic unit;
 - 4.2.2. The academic unit's need for an additional faculty member and whether the spouse/same-sex domestic partner may fit that need;
 - 4.2.3. The consequences of such an appointment for immediate and long-term School/Department needs and planning; and
 - 4.2.4. Explicit assessment of the affirmative action consequences of such appointments.

5. Receiving Department:

No spousal accommodation hire will be made without the consent of the Bargaining Unit Faculty Members of the receiving School/Department, which consent will not be unreasonably withheld.

6. Hiring Procedures

If the accommodation includes the creation of a new Bargaining Unit Faculty Member position, the procedure for hiring the person to fill that position must conform to all provisions relating to Initial Hire or Selection (**Article 14, Section 4**), with the exception of the provisions relating to search committees and their required procedures.

7. Only procedural violations of this Article shall be subject to the grievance and arbitration procedures set forth in **Article 13** of this Agreement.

ARTICLE 17
COMPENSATION

1. Salary Period

Salaries of current Bargaining Unit Faculty Members shall be determined only pursuant to the terms of this Agreement.

2. General Compensation Provisions

- 2.1. The University will provide a complete listing of all full-time faculty positions and associated annual or 9-month salaries to the University Libraries for inclusion in the “Salary Book” located in the Reserved Materials area no later than February of each calendar year. The Salary Book will also be available electronically.
- 2.2. In the event there is an error in reported compensation, withholding, or any other payroll-related matter resulting from clerical, procedural or machine mistake, the Administration may take such actions as are necessary to correct the error after notifying the affected individual(s).
- 2.3. Disputes about corrections made may be resolved under the terms of **Article 13** of this Agreement.
- 2.4. Nothing in this Article shall be construed as limiting the University and an individual Bargaining Unit Faculty Member from adjusting a salary reflecting the terms of an appointment to an endowed position or other positions that the University would award on a competitive basis.

3. Base Salary Adjustments

Summary Table

	FY 13	FY 14	FY 15	FY 16
Across the Board	3.00%	1.00%	1.00%	1.00%
Merit	0.0%	1.00%	1.00%	1.00%
Fixed Market (Section 7)	3.5%	1.00%	1.00%	1.00%
Market Pool (Section 7)	0	1.5% pool	1.0% pool	0.75% pool
Total	6.5%	4.5% (including pool)	4.00%(including pool)	3.75% (including pool)

3.1. 2012 - 13 Salary Adjustment

- 3.1.1. Effective for academic year 2012-2013, each Bargaining Unit Faculty Member under contract the previous academic year (2011-2012) and under contract for academic years 2012-2013 shall be eligible to receive

an increase in his or her academic year base salary retroactive to September 1, 2012. An amount of 3.00% will be set aside for an across-the-board increase.

- 3.1.2. Any Bargaining Unit Faculty Members receiving promotions effective with the beginning of the 2012-2013 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the Bargaining Unit Faculty Member goes into effect.

3.2. 2013 – 14 Salary Adjustment

- 3.2.1. Effective for academic year 2013-2014, each Bargaining Unit Faculty Member under contract the previous academic year (2012-2013) and under contract for academic year 2013-2014 shall be eligible to receive an increase in his or her academic year base salary. An amount of 1.00% will be set aside for an across-the-board increase and an amount of 1.00% will be set aside for a merit increase based on merit evaluation for the calendar year 2012.
- 3.2.2. Any Bargaining Unit Faculty Members receiving promotions effective with the beginning of the 2013-2014 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the Bargaining Unit Faculty Member goes into effect.

3.3. 2014 - 15 Salary Adjustment

- 3.3.1. Effective for academic year 2014-2015, each Bargaining Unit Faculty Member under contract the previous academic year (2013-2014) and under contract for academic year 2014-2015 shall be eligible to receive an increase in his or her academic year base salary. An amount of 1.0% will be set aside for an across-the-board increase and an amount of 1.0% will be set aside for a merit increase based on merit evaluation for the calendar year 2013.
- 3.3.2. Any Bargaining Unit Faculty Members receiving promotions effective with the beginning of the 2014-2015 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the Bargaining Unit Faculty Member goes into effect.

3.4. 2015 – 16 Salary Adjustment

- 3.4.1. Effective for academic year 2015-2016, each Bargaining Unit Faculty Member under contract the previous academic year (2014-2015) and under contract for academic year 2015-2016 shall be eligible to receive an increase in his or her academic year base salary. An amount of 1.00% will be set aside for an across-the-board increase and an amount of 1.00% will

be set aside for a merit increase based on merit evaluation for the calendar year 2014.

- 3.4.2. Any Bargaining Unit Faculty Members receiving promotions effective with the beginning of the 2015-2016 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the Bargaining Unit Faculty Member goes into effect.

4. Overload

- 4.1. A Bargaining Unit Faculty Member shall be eligible for overload compensation for teaching only if the Bargaining Unit Faculty Member has met the established allocation of effort with regard to teaching and the Bargaining Unit Faculty Member's Dean verifies that the member's workload for the semester where overload teaching compensation is to be paid is being fulfilled.
- 4.2. Minimum per-credit overload pay will be based upon \$1,400/credit hour taught for all the ranks. Or the Bargaining Unit Faculty Member has the option of negotiating a reduction in teaching workload for a subsequent semester. This agreed upon reduction must be in writing, signed by the Chair or Director and approved by the Dean.

5. Faculty Pay Options

- 5.1. Those Bargaining Unit Faculty Members deemed eligible per current IRS regulations have the option of receiving their academic year salary under the following terms:
 - 5.1.1. Option 1 – Total salary for the academic year to be paid over a nine (9) month period in nine (9) consecutive monthly payments.
 - 5.1.2. Option 2 – Total salary for the academic year to be paid over a twelve (12) month period in twelve (12) consecutive monthly payments.
- 5.2. The pay option selected shall remain in effect for the duration of the period selected. Pay option changes for the upcoming academic year shall be made by submitting a pay plan election form to the BGSU Payroll department, on forms available in the payroll department, not later than August 1st.
- 5.3. Monthly pay dates will fall on or before the last work day of each month. Without reducing compensation, the University may change the pay date upon reasonable advance notice to the BGSU-FA.
- 5.4. Bargaining Unit Faculty Members who fail to advise the payroll department of their election shall have their compensation paid under the pay plan election of the preceding academic year unless their compensation level exceeds that allowed by current IRS regulations, in which case they will be assigned to Option 1.

Bargaining Unit Faculty Members who do not make an election shall be paid under Option 1.

6. Promotion Salary Adjustments

A Bargaining Unit Faculty Member who is promoted during the stated term of this Agreement shall have the base salary adjusted as follows:

- 6.1. Instructor to Lecturer – \$3,000
- 6.2. Lecturer to Senior Lecturer – \$4,000
- 6.3. Assistant Professor to Associate Professor – \$5,500
- 6.4. Associate Professor to Professor – \$9,000

7. Market, Equity, or Salary Compression Adjustments

The University shall establish a pool each year for the purpose of market, equity, or salary compression adjustments. This pool of funds shall include a fixed portion as well as an allocated portion. This pool of funds will be fully allocated each of the years of this contract.

7.1. Fixed Market Pool

7.1.1. FY 2013

Each Bargaining Unit Faculty Member under contract for the academic years 2010-2011 through 2012-2013 who have received “meet expectations” or higher in the merit evaluations for the calendar years 2010 and 2011 shall be eligible to receive a 3.5% market adjustment increase in his or her academic year base salary retroactive to September 1, 2012.

7.1.2. FY 2014

Each Bargaining Unit Faculty Member under contract for the academic year 2012-2013 who has received “meet expectations” or higher in the merit evaluations for the calendar year 2012 shall be eligible to receive a 1.0 % market adjustment increase in his or her academic year base salary beginning September 1, 2013.

7.1.3. FY 2015

Each Bargaining Unit Faculty Member under contract for the academic year 2013-2014 who have received “meet expectations” or higher in the merit evaluations for the calendar year 2013 shall be eligible to receive a 1.0 % market adjustment increase in his or her academic year base salary beginning September 1, 2014.

7.1.4. FY 2016

Each Bargaining Unit Faculty Member under contract for the academic year 2014-2015 who have received “meet expectations” or higher in the merit evaluations calendar year 2014 shall be eligible to receive a 1.0 % market adjustment increase in his or her academic year base salary beginning September 1, 2015.

7.1.5. Bargaining Unit Faculty Members whose current 9-month salary exceeds \$175,000 shall not be eligible for the market adjustment described in Section 7.1.

7.1.6. The market adjustment described in section 7 shall be calculated on the Bargaining Unit Faculty Member’s 9-month salary concurrent with increases as described in section 3.

7.2. Allocated Market Pool

For FY 2014, 2015, and 2016 a pool of funds will be established and fully allocated among Bargaining Unit Faculty Members. This pool shall be funded at no less than \$1,800,000. This allocation will follow the process described below using the salary review process.

7.2.1. FY 2014 pool

The pool shall be funded at 1.50% of total base academic year salaries of all Bargaining Unit Faculty Members.

7.2.2. FY 2015 pool

The pool shall be funded at 1.00% of total base academic year salaries of all Bargaining Unit Faculty Members.

7.2.3. FY 2016 pool

The pool shall be funded at 0.75% of total base academic year salaries of all Bargaining Unit Faculty Members.

7.2.4. The allocation of the FY 2014 pool shall be completed by December 31, 2013 and distributed in the January 2014 pay period. The allocation of the FY 2015 and FY 2016 pool shall be completed by September 2014 and 2015, respectively.

7.2.5. Review and Recommendations

For FY 2014, FY 2015 and FY 2016, the allocation of the pool shall be made by the Provost/VPAA based upon the recommendations from a Joint Administration-BGSU-FA Committee. The purpose of the Joint Administration-BGSU-FA Committee shall be determining the appropriate benchmarks within disciplines to address compression/market adjustment issues for Bargaining Unit Faculty Members by rank (Professor with special title, Professor without special title, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer and Instructor).

The Joint Administration-BGSU-FA Committee shall consist of three members selected by the Provost/VPAA and three members selected by the BGSU-FA. The Committee is tasked with: (1) determining the appropriate comparable institutions, whether as a whole or for certain disciplines, to serve as the salary benchmarks for Bargaining Unit Faculty Members by rank, by discipline, and other relevant factors; (2) suggesting approaches to address the technical details of the compression/market adjustments; (3) devising a mutually acceptable way to carry out the calculations where strict application of this section is not possible due to limitations in the available data or other technical reasons; (4) developing guidelines to address the issue of individuals below market because of non-meritorious service or lack of performance; (5) suggesting approaches to construct, maintain, and amend the benchmark lists and adjust for years of service factor parameters based on a continuing review of the available data; and (6) considering information received from Department/School and College. This committee shall make a recommendation to the Provost/VPAA. The final decision with respect to the allocation resides with the Provost/VPAA. Any changes from the Joint Administration-BGSU-FA committee recommendations must be explained in writing to the President of the BGSU-FA.

- 7.2.6. If the BGSU-FA believes that the Provost/VPAA has made any erroneous determination, the BGSU-FA shall deliver to the Provost/VPAA all of its objections in writing no later than thirty (30) calendar days after the BGSU-FA President has received the above referenced explanation. If the BGSU-FA does not deliver a timely objection, the decision of the Provost/VPAA is final and binding. The BGSU-FA President shall also deliver those objections to Robert G. Stein, the fact-finder of this collective bargaining agreement, who shall retain jurisdiction to determine if in fact the Provost/VPAA has made any erroneous determination. Mr. Stein shall overturn any determination by the Provost/VPAA only upon a finding that the Provost/VPAA acted arbitrarily and capriciously. Neither the BGSU-FA nor any Bargaining Unit Faculty Member shall have the right to file a grievance under **Article 13**, with respect to the subject matter of this Section 7.2; this process being the sole basis for contesting the decision of the Provost/VPAA or of the fact-finder as to these issues; it

being the intent of the Parties that this procedure is the sole and exclusive procedure to resolve any such dispute.

7.3. Individual Market Adjustments

7.3.1. While the BGSU-FA is an agent for negotiating salaries for Bargaining Unit Faculty Members, the University reserves the right to adjust salaries beyond negotiated levels: (1) to address salary discrepancies; (2) to match offers of employment elsewhere that would result in the resignation of a Bargaining Unit Faculty Member; or (3) to address other salary issues due to unusual circumstances. The BGSU-FA shall be notified of any increases in salaries made pursuant to this section.

7.3.2. If a salary adjustment is initiated by the University, the Department Chair/School Director will solicit supporting evidence from the Bargaining Unit Faculty Member. The Dean shall conduct a salary review including consultation with the appropriate faculty advisory bodies. The recommendation and salary review shall be sent to the Provost/VPAA for final review and approval.

7.3.3. If a salary adjustment is requested by the Bargaining Unit Faculty Member, then the application and supporting materials shall be given to the Department Chair/School Director, who shall transmit the request to the Dean accompanied by the Chair's/Director's recommendation. The Dean shall conduct a salary review including consultation with the appropriate faculty advisory bodies. The recommendation and salary review shall be sent to the Provost/VPAA for final review and approval.

7.3.4. The University shall notify the Bargaining Unit Faculty Member of the outcome of the salary adjustment request in writing. If the request is granted (i.e., a salary adjustment is made), then a copy of the letter documenting the adjustment shall also be provided to the BGSU-FA.

7.3.5. In the event of a bona fide offer of employment elsewhere, or other unusual circumstances, an expedited process of consultation may be necessary. A reasonable effort shall be made to solicit input from the appropriate faculty advisory bodies in these circumstances.

7.4. The Bargaining Unit Faculty Member must have received a "meets expectation" or higher in each of the past three years to be eligible for an equity/market adjustment under Section 7.3. For Bargaining Unit Faculty Members who have not been a full-time member of the BGSU faculty for three prior years, they must have received a "meets expectation" or higher in each of the years in which they were evaluated to be eligible for an equity/market adjustment under this section; such adjustment shall be pro-rated to reflect the number of years in which the

Bargaining Unit Faculty Member has been a full-time member of the BGSU faculty.

8. Minimum Salaries for Summer Teaching

- 8.1. For summer 2014, Bargaining Unit Faculty Members who teach courses in the summer will earn a minimum of 1/34 of their base nine-month salary per credit hour taught for each course taught. Per current practice as of academic year 2012-2013, summer compensation will only be paid to faculty who are the faculty of record for specific courses where a summer instructional contract has been issued by the Dean and approved by the Provost/VPAA.
- 8.2. Bargaining Unit Faculty Members who teach courses in the summer of 2015 and until the end of this contract will earn a minimum 1/38 of their base nine-month salary per credit hour taught course taught. Per current practice as of academic year 2012-2013, summer compensation will only be paid to faculty who are the faculty of record for specific courses where a summer instructional contract has been issued by the Dean and approved by the Provost/VPAA.
- 8.3. Each academic unit shall develop a published policy describing how opportunities for summer teaching shall be made, subject to approval of the respective Dean.

9. Grant Compensation

- 9.1. Compensation related to Grants shall comply with and be subject to the regulations stated in 2 C.F.R. § 220 (OMB circular A-2), as those may change from time to time.
- 9.2. A Bargaining Unit Faculty Member doing work on a sponsored agreement during the Bargaining Unit Faculty Member's regular base contract year shall be compensated by his or her regular base contract compensation and shall receive no additional compensation except as expressly provided by the terms of the grant documents or this agreement. Additions to base salary for grant-related work must be approved in writing by the Dean of the Bargaining Unit Faculty Member's college.
- 9.3. Compensation for work performed by Bargaining Unit Faculty Members on sponsored agreements during the summer months or other period not included in the base salary period shall be determined for each Bargaining Unit Faculty Member and shall be not more than the base salary rate pro-rated for the summer months or other period. Compensation for grant-related work performed outside the base salary period shall be in addition to any summer teaching contract.
- 9.4. The base salary period used in computing charges for work performed during the summer months will be the number of months covered by the Bargaining Unit Faculty Member's official academic year appointment.

- 9.5. The principles of 2 C.F.R. § 220 (OMB circular A-2) shall govern all sponsored agreement/grant funded work. Compensation in excess of the Bargaining Unit Faculty Member's base salary rate shall be paid for sponsored agreement/grant related work only if: (1) the extra compensation is approved by the granting agency; (2) the extra compensation does not exceed twenty percent of the Bargaining Unit Faculty Member's base salary; (3) the extra compensation is less than the amount given in stipend and/or graduate student support on the grant; and (4) the extra compensation is approved in advance by the Dean of the Bargaining Unit Faculty Member's college.

10. Incentive Retirement Benefits

The University, at its discretion, may grant retirement incentive benefits or any other severance package at any time outside of 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 Faculty Member, the Department Chair/School Director, the Dean, and the Provost/VPAA.

11. Evaluation for Merit Salary Increases

- 11.1. Merit salary raises refer to the component of salary raises that is based upon performance criteria.
 - 11.1.1. Merit is distinct from cost-of-living salary raises, across-the-board salary raises, raises due to promotion, raises due to market adjustments, or raises due to equity adjustments.
 - 11.1.2. In any given year, it is possible that all of the Bargaining Unit Faculty Members in an academic unit may be eligible for merit salary raises.
 - 11.1.3. Merit is calculated during spring semester based on performance during the previous calendar year. Merit salary raises are added to base salary for the ensuing fiscal year (on September 1 for Bargaining Unit Faculty Members on 9-month contracts, and on July 1 for Bargaining Unit Faculty Members on 12-month contracts).
- 11.2. The Dean shall make the determination for merit salary raises, upon the advice and recommendation of the unit Department Chair/School Director, as well as the recommendation of the Bargaining Unit Faculty Members of the academic unit.
 - 11.2.1. The faculty of the academic unit will establish a unit merit document that delineates specific performance evaluation criteria for each of the following areas: teaching, librarian effectiveness (where applicable), research or creative work, and service. The merit document shall account for different allocations of effort, especially between tenure-track faculty and non-tenure-track faculty.

- 11.2.2. The academic unit's merit document shall outline a procedure for faculty evaluation and recommendation to the Department Chair/School Director. The unit faculty may choose to authorize evaluation responsibility to a faculty merit committee.
- 11.2.3. The unit merit document should establish procedures for oversight, appeal, and handling special circumstances (such as faculty leaves of absence or situations where faculty initial employment begins in the middle of a calendar year).
- 11.2.4. The unit faculty may amend the performance criteria at any time, but amendments shall not be applied retroactively in the calculation of the previous year's merit allocation.
- 11.2.5. The merit document of each academic unit is subject to approval of the Dean and Provost/VPAA.
- 11.3. Each year, every Bargaining Unit Faculty Member will receive an individual merit score, calculated according to the unit's approved merit document.
- 11.4. The merit salary raise is added to the base salary for each Bargaining Unit Faculty Member.
- 11.5. At the conclusion of the merit evaluation, the Department Chair/School Director shall provide each Bargaining Unit Faculty Member in the academic unit with a summary of his or her merit allocation.

12. Minimum Salaries

- 12.1. For Bargaining Unit Faculty Members with 9-month contracts on a regular faculty contract, minimum base salaries, by rank and by fiscal year, shall be as follows:

	FY2013	FY2014*	FY2015*	FY2016*
Professor	65,000	66,300	67,626	68,979
Associate Professor	55,000	56,100	57,222	58,366
Assistant Professor	45,000	45,900	46,818	47,754
Senior Lecturer	45,000	45,900	46,818	47,754
Lecturer	40,000	40,800	41,616	42,448
Instructor	35,000	35,700	36,414	37,142

* Based on a 2% increase per year

12.2. For Bargaining Unit Faculty Members with 12-month contracts on a regular faculty contract, the minimum salary by rank and by fiscal year shall be the corresponding value given in the table in Section 2.1 multiplied by 1.09.

	FY2013	FY2014*	FY2015*	FY2016*
Professor	70,850	72,267	73,712	75,187
Associate Professor	59,950	61,149	62,372	63,619
Assistant Professor	49,050	50,031	51,032	52,052
Senior Lecturer	49,050	50,031	51,032	52,052
Lecturer	43,600	44,472	45,361	46,269
Instructor	38,150	38,913	39,691	40,485

* Based on a 2% increase per year

12.3. Currently employed Bargaining Unit Faculty Members who receive salary less than the minimum salaries defined in Section 12.1 (for 9-month contracts) or in Section 12.2 (for 12-month contracts) after applying the across-the-board, merit (for received), and across-the-board-market (as described in Section 3.1.1 and Section 7.1) shall receive salary raises to the applicable minimums either during FY 2013 or in the first applicable fiscal year (this is in reference to Bargaining Unit Faculty Members on unpaid leaves during FY 2013).

13. Distance Learning Compensation

See **Article 25** on Intellectual Property, Sections 2.5 and 2.6.

ARTICLE 18

HEALTH CARE BENEFITS

1. Employee Contributions
 - 1.1 During the term of this agreement, the employee contribution for the medical and prescription drug plan will be fifteen percent (15%) for single coverage and twenty percent (20%) for all other coverage levels of the total cumulative cost of those plans. The medical plan and prescription plan associated with these percentages will be what is referred to in the 2012 plan year as Plan A. Other medical plans may be offered during this agreement that cost more or less than this base plan, Plan A. Plan design for Plan A will remain substantially similar for the life of the Agreement. Descriptions of Plan A medical, prescription drug, and dental insurance benefits are set forth in Appendices I-III.
 - 1.2 During the life of this Agreement, the employee contributions for the dental plan, regardless of the coverage level, will be 20% of the total cumulative cost of the dental plan.
 - 1.3 The total cumulative cost of the medical, prescription drug, and dental plans will be established by the University prior to the fall open enrollment period for the next calendar year. Increases will be applied at the beginning of each plan year, January 1.
2. Coverage Issues
 - 2.1. Initiation of Benefits Coverage

All newly hired Bargaining Unit Faculty Members and their eligible dependents shall be eligible for benefits, as applicable, beginning the first day of the month following the month in which they are hired. It is the Bargaining Unit Faculty Member's responsibility to supply all the required documentation within the applicable deadlines.
 - 2.2. Availability of Benefits Information

The University shall continue to provide Bargaining Unit Faculty Members plan summaries, certifications and other relevant benefits information via the web and potentially other digital means as they become available. When practicable, the University shall make available a summary description of relevant benefit changes at least sixty (60) days prior to any such change.
 - 2.3. Open Enrollment Period

The health insurance year will commence on January 1 and end on December 31. An open enrollment period lasting a minimum of three (3) weeks and not to exceed four (4) weeks shall be held every fall semester. The close date of the open enrollment period shall be the Friday preceding the Thanksgiving Holiday. Information regarding benefits shall be made available electronically and potentially other digital means during this open enrollment period. This substantive information shall be substantially equivalent to that information contained in the 2012 Benefits Enrollment Information document which the University has traditionally provided to Bargaining Unit Faculty Members.

2.4. Enrollment Outside of the Open Enrollment Period—Change in Status Based Upon Qualifying Events

Bargaining Unit Faculty Members shall be allowed to enroll and/or change the level of existing coverage for themselves and qualified dependents outside of an open enrollment period if a qualifying event occurs. Qualifying events are defined by IRS statute 1.125-4 and may include (without limitation) changes in legal marital status, number of dependents, employment status, dependents satisfying or ceasing to satisfy eligibility requirements, residence, and adoption assistance. Proof of the change of status event may be required for enrollment.

2.5. Eligibility for Same-Sex Domestic Partners

In addition to eligible spouses and dependent coverage, coverage shall also be extended to same-sex domestic partners (who must meet the qualifications as set forth in the Affidavit of Domestic Partnership for Benefits and must complete such Affidavit, as well as complete the Primary Coverage Domestic Partner Certification). The elements required to obtain recognition as a Domestic Partner shall be substantially equivalent substantively for the life of the Agreement. The forms shall be maintained on the OHR web site for the life of the Agreement.

3. Employee Purchased Vision Insurance

During the life of this Agreement the University will continue to offer employee-purchased vision insurance. A plan highlight is set forth in Appendix IV.

4. Joint Health Care Committee

The Parties agree to participate in the Health, Wellness and Insurance Committee. There will also be an equal number of members appointed by the President of the University and appointed by the President of the BGSU-FA. Initially, the Committee shall be chaired by a BGSU-FA representative. A representative from Human Resources shall serve ex officio. Additional representatives may be invited or permitted to attend by agreement of the Committee members. The Committee shall review and make recommendations to the University and the BGSU-FA regarding changes relating to benefits, including, without limitation: (1) changes to carriers (considerations to include disruption to participants analysis regarding recent choices of doctors

and facilities, network accessibility, quality of care, cost savings, negotiated provider discounts, population health management resources); (2) changes to the structure and/or scope of benefits offered; (3) changes to opt-out options; (4) changes that will enhance benefits and/or control costs; (5) implementation of wellness programs; (6) self-insurance, or other methods of funding benefits; (7) details relating to the development of projected costs used in developing employee contributions amounts; (8) employee contribution toward premium based upon income and (9) such other matters as the Committee may elect to explore.

ARTICLE 19

OTHER BENEFITS

1. Life and Disability Insurance

- 1.1. For calendar year 2013, the university will provide the same benefits regarding life insurance as it provided in 2012. Specifically, the university will provide, at no cost to the Bargaining Unit Faculty Members, basic term life insurance coverage, currently known as Choice B, of \$50,000 and Long Term Disability (LTD) coverage with a benefit of 60% of their monthly salary not to exceed \$2,000 a month.
- 1.2. For calendar year 2013, the Bargaining Unit Faculty Member may elect at the member's expense to purchase additional coverage ("Choice A"). This coverage will be for term life insurance coverage up to 2.5 times their base salary not to exceed a maximum of \$150,000 and LTD coverage with a benefit of 60% their monthly salary not to exceed \$5,000 a month, currently known as Choice A. The cost of the additional coverage is salary-based and is included in Appendix V.
- 1.3. Effective calendar year 2014 and for the remainder of the duration of this Agreement the University will provide, at no cost to all Bargaining Unit Faculty Members, basic term life insurance coverage up to 1.5 times their base salary not to exceed a maximum of \$125,000.
 - 1.3.1. Effective calendar year 2014 with respect to basic life insurance, for any member who is age 70 or over, the amount shall be 50% of the above, such age reductions to apply at the January 1st following the insured Bargaining Unit Faculty Member's 70th birthday.
- 1.4. All other substantive life insurance provisions shall be substantially equivalent to those that existed as of January 1, 2013.

2. Optional Life Insurance

For the duration of this Agreement the Bargaining Unit Faculty Member may elect at the member's expense to purchase optional life insurance under a group plan versus an individual plan. The Bargaining Unit Faculty Members cost of the optional life insurance is included in Appendix VI. In accordance with Section 1.4, as it relates to optional life, the maximum available for purchase shall be \$300,000.

3. Long Term Disability (LTD)

- 3.1. Effective calendar year 2014 and for the remainder of the duration of this Agreement the University will provide, at no cost to all Bargaining Unit Faculty

Members, LTD coverage with a benefit of 60% their monthly salary not to exceed \$3,000 a month.

- 3.2. All other substantive LTD insurance provisions shall be substantially equivalent to those that existed as of January 1, 2013.

4. Dependent Life Insurance

For the duration of this Agreement the Bargaining Unit Faculty Member may elect at the Member's expense of \$24.00 annually to purchase optional dependent life insurance for his or her spouse, same-sex domestic partner or dependent child up to the age of 21. The cost is regardless of the number of dependents. The Dependent Life policy amounts are as follows:

Spouse and Same-Sex Domestic partner - \$10,000
Child age 15 days to 6 months - \$500
Child age 6 months to age 21 - \$5,000

5. Travel Accident Insurance

For the duration of this Agreement the University will provide, at no cost to the Bargaining Unit Faculty Member, \$50,000 of accidental death and dismemberment insurance while traveling on University business. All substantive travel accident insurance benefits shall be substantially equivalent to those that existed as of January 1, 2013 including dismemberment benefits ranging from \$12,000 to \$50,000.

6. Parking

The University will offer parking for Bargaining Unit Faculty Members employed as of September 1, 2013 at a charge of no more than \$120 per year or \$65 per semester (spring, fall, summer) for the life of the Agreement. The charge may be paid [pre-tax] via payroll deduction or [post-tax] in person at Parking Services. The University may make minor adjustments in the number and locations of parking spaces throughout the year. For Bargaining Unit Faculty Members employed as of January 1, 2013, a one-time permanent increase of \$120 will be added to their base salary as of September 1, 2013, to offset the \$120 charge for parking.

7. Educational Fee Waivers

To the extent permitted by Ohio and Federal Law, the educational fee waiver benefit in place as of July 1, 2012 for Bargaining Unit Faculty Members and their dependents, as reproduced in Appendix VII, will be maintained during the term of this Agreement.

8. Flexible Spending Accounts (Section 125 Plan)

During the life of the Agreement the University will continue to offer flexible Health Care Reimbursement Accounts and Dependent Care Reimbursement Accounts. The maximum

contribution amounts will be the maximums permitted by law and such plans shall allow for the greatest period of time provided by law before any contributions are forfeited.

9. Employee Assistance Program

During the life of the Agreement, Bargaining Unit Faculty Members will continue to have access to an Employee Assistance Program (EAP). The substantive benefits shall remain substantially equivalent to those that existed as of January 1, 2013. Such access will continue to be at no cost to the Bargaining Unit Faculty Member.

10. Other Benefits

All Bargaining Unit Faculty Members shall receive:

- 10.1. One University faculty identification card at no charge.
- 10.2. Extended circulation period and other instructional support services in the University libraries.
- 10.3. University discounts on merchandise purchased through the University Bookstore, provided said discounts are made available by the bookstore.

ARTICLE 20

RETIREMENT BENEFITS

All Bargaining Unit Faculty Members covered by this Agreement shall have the option, based on their date of hire and eligibility as determined by state law, to elect one of two retirement options.

1. Option 1: State Teachers Retirement System of Ohio. The State Teachers Retirement (STRS) Option offers a choice between three different STRS plans: Defined Benefit Plan, Defined Contribution Plan, or Combined Plan.
2. Option 2: Alternative Retirement Plan. The Alternative Retirement Plan (ARP) offers participation through any of the carriers approved by the Ohio Board of Regents pursuant to R.C. 3305.03, or other entity identified by Ohio law and has entered into a provider agreement with Bowling Green State University.
3. Both options require Bargaining Unit Faculty Member contributions and BGSU contributions.
 - 3.1. The University contribution to the ARP on behalf of a Bargaining Unit Faculty Member shall be equal to the amount contributed to STRS Bargaining Unit Faculty less any mandatory contribution to STRS required of the University by Ohio Revised Code Chapter 3305 or other applicable law.
 - 3.2. Pursuant to R.C. 3305.06(A), Bargaining Unit Faculty Member contributions to the ARP will be equal to employee contributions to STRS.
 - 3.3. The University will notify the BGSU-FA and Bargaining Unit Faculty Members, as soon as practicable, of any increases or decreases in the mandatory contribution including mitigating contributions to STRS and ARP.
4. Tax-Sheltered Annuities – Section 403 (b)

Bargaining Unit Faculty Members covered by this Agreement shall have the option of participating in a Supplemental Tax-Sheltered Annuity program (TSA) as authorized by Section 403 (b) of the Internal Revenue Code. Bargaining Unit Faculty Members may contribute through payroll deductions on a pretax basis. Vendors, distributions, and plan limits are subject to IRS rules and the BGSU plan document.

5. Ohio Public Employees Deferred Compensation Plan – 457 Plan

Bargaining Unit Faculty Members covered by this Agreement shall have the option to participate, through payroll deduction, in the Ohio Public Employees Deferred Compensation Plan. Distributions, rules of the plan, and contribution limits are subject to IRS rules and the Ohio Public Employees Compensation Plan Document.

6. State and Federal Laws

Changes in Ohio or Federal law during the life of this Agreement, affecting any of the options covered in this article, will be implemented as required by law. Notice of no less than sixty (60) calendar days, when possible, will be provided by the University to the Bargaining Unit Faculty Members prior to the implementation of any required changes.

ARTICLE 21

FACULTY LEAVES

I. GENERAL

This Article covers the following faculty leaves: faculty exchange leaves; leaves with extramural salary paid through the University payroll system; unpaid leaves; leaves due to civic obligations; FMLA leaves; military leave and Ohio Military Family Leave Act (OMFLA); sick leave; parental leave; partial unpaid leaves; and paid vacation leave. Faculty Improvement Leaves are covered in **Article 22**.

The following provisions shall apply to all Faculty Leaves covered by this Article.

- 1.1. No leave granted shall be construed by the University as evidence that the affected department's/school's faculty should be reduced.
- 1.2. For 12-month contracted Bargaining Unit Faculty Members, one semester leave is equal to four and one half months (135 days).
- 1.3. With regard to salary level, the base compensation rate of Bargaining Unit Faculty Members on leave shall be augmented by all across-the-board increases which they would have received had they not been on leave upon their return from leave.

II. FACULTY EXCHANGE LEAVES

1. Faculty Exchange Leave Policy and Procedures
 - 1.1. Interested Bargaining Unit Faculty Members or Department Chairs/School Directors should identify potential exchange faculty members.
 - 1.2. Exchanges will normally take place between persons with similar education, experiences, faculty assignments (e.g., economists with economists), and academic specialization(s). If appropriate accommodations can be made by each institution to the satisfaction of all parties, however, it may be possible to exchange faculty members from different disciplines.
 - 1.3. An exchange may be made for a minimum of one semester and a maximum of one academic year.
 - 1.4. The exchanged Bargaining Unit Faculty Member shall retain a contractual relationship (i.e., salary, benefits, and retirement contributions) as if services were rendered at the home institution.

- 1.5. The exchanged faculty member shall retain academic rank and tenure at the home institution and may be designated as visiting professor, visiting associate professor, etc., at the host institution.
 - 1.6. Any travel expenses to professional meetings shall be authorized and paid by the home institution by employing regular department/school policies and procedures.
 - 1.7. Any merit pay increments to the exchanged faculty member shall be awarded only by the home institution through usual procedures following appropriate consultation with the host institution.
 - 1.8. No relocation allowances shall be granted, and housing arrangements shall be made by each Bargaining Unit Faculty Member.
 - 1.9. All BGSU Bargaining Unit Faculty Members' rights to leaves, fee waivers, accumulated time toward promotion, access to the Faculty Development Program resources, Faculty Research Committee resources, etc., continue uninterrupted.
2. Before approval of the Faculty Exchange Leave is granted, each of the following provisions shall be met:
- 2.1. Details of an exchange shall be approved by the individual Bargaining Unit Faculty Members and their respective Chairs/Directors and Deans. A copy of the plan for the exchange shall be filed in the offices of the appropriate Chair/Director, Dean, and the Provost/VPAA. The plan shall include specific details for teaching, research, scholarly, or creative activities.
 - 2.2. Work assignments shall be determined by the host institution and agreed to by all parties in advance of the exchange.
 - 2.3. The BGSU Department Chair/School Director shall certify that the regular duties of the Bargaining Unit Faculty Member can be satisfactorily fulfilled by the visiting faculty member without any need for additional part-time staff or other financial assistance.
 - 2.4. Details of the exchange shall be specified in writing by the respective Deans or other contracting officer and shall note the assignment of that member to another institution for the specified period of time.
3. All benefits shall continue without interruption during a Faculty Exchange Leave.

III. LEAVES WITH EXTRAMURAL SALARY PAID THROUGH THE UNIVERSITY PAYROLL SYSTEM

1. In some cases, a Bargaining Unit Faculty Member is awarded a research or teaching position by a government agency or private foundation where the salary and benefits are provided to the faculty member through the University payroll system.

1.1. Benefits listed in **Articles 18** (Health Care Benefits), **19** (Other Benefits), and **20** (Retirement Benefits) will be continued on the same basis as a non-leave year, as long as the contracting agency or foundation provides the funds.

1.2. Tenure

For probationary tenure-track Bargaining Unit Faculty Members: Only leaves of absence for scholarly activity count as part of the probationary period. Approval of the college Dean and Provost/VPAA is required.

1.3. Merit

Merit increases during the year following any leave shall be evaluated in accordance with relevant college and departmental policies.

1.4. Fee Waivers

The application of the fee waiver benefit is maintained.

IV. UNPAID LEAVE

1. Unpaid leave may be granted for a duration of up to one academic year and may only be renewed or extended if approved by the faculty member's Chair/Director and Dean. The Provost/VPAA shall be informed of any renewal or extension. During this unpaid leave, the Bargaining Unit Faculty Member may make arrangements to extend his or her insurance benefits through the Office of Human Resources. For unpaid leaves taken for medical reasons, the Bargaining Unit Faculty Member is responsible for submitting to the Office of Human Resources that portion of the insurance premiums that would ordinarily be deducted from his/her pay. For all other unpaid leaves, including leaves taken to pursue other paid endeavors, the Bargaining Unit Faculty Member will be offered COBRA. All other benefits are suspended for the duration of the leave (including, without limitation, contribution to retirement plans, accrual of vacation and sick leave), with the exception of the following benefits:

- 1.1. Medical, prescription drug, dental, life, disability, vision, and AD&D insurance, to the extent the Bargaining Unit Faculty Member complies with the payment(s) set forth above;
- 1.2. Employee Assistance Program (EAP);
- 1.3. Dependent tuition fee waiver;
- 1.4. Provision of a BGSU identification card;

- 1.5. BGSU Library privileges;
- 1.6. Free or reduced rates for University, events and merchandise generally offered to bargaining unit faculty;
- 1.7. Parking, as provided in **Article 19**.

2. The request for an unpaid leave shall be made in writing to the Bargaining Unit Faculty Member's Chair/Director and Dean, both of whom must grant approval. A request for an unpaid leave shall state the reason for the leave, the proposed period of absence, and the anticipated date that the Bargaining Unit Faculty Member will return to work. The Provost/VPAA shall be informed of any positive action taken on such a leave request. The University shall have sole discretion to approve, modify, or deny requests for unpaid leave.

3. With exception of an unpaid leave of absence for scholarly activity that has been certified as scholarly and approved by the Dean of the member's college, the duration of the unpaid leave will not count towards years of service required for a faculty improvement leave, and may not count towards a Bargaining Unit Faculty Member's probationary period as outlined in **Article 11** on Extension of the Probationary Period. Time off to pursue a terminal credential normally required for the position currently occupied is a personal leave and does not qualify as scholarly activity.

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

5. Merit increases during the year following an unpaid leave shall be evaluated in accordance with relevant college, school, and departmental policies.

6. If a Bargaining Unit Faculty Member does not return to work by the date of leave expiration, he/she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control. At the University's discretion the individual may be returned to the payroll before the end of the requested leave of absence. The benefits in effect prior to the leave of absence shall be reinstated.

V. LEAVES DUE TO CIVIC OBLIGATIONS

1. Court Leave

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

2. When utilizing court leave, a copy of the summons or subpoena must be forwarded to Office of the Provost/VPAA for retention in the employee's personnel file.

3. This policy does not cover a Bargaining Unit Faculty Member who is called to serve the court for professional expertise. See **Article 30** on Professional Activities Outside the University.

VI. FMLA LEAVES

1. Under the Family and Medical Leave Act of 1993 ("FMLA"), up to twelve (12) weeks of leave without pay during any twelve (12) month period are provided to eligible Bargaining Unit Faculty Members for certain family and medical reasons. Bargaining Unit Faculty Members are eligible if they have been employed by the University for at least twelve (12) months, and worked at least 1,250 hours (0.6 FTE) over the twelve (12) month period preceding the leave. This twelve (12) month period need not be consecutive, and will be calculated according to the pertinent provisions of the FMLA.

2. Definition of Immediate Family for Family and Medical Leave Act (FMLA) shall be: spouse, same sex domestic partner, child, or parent. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child as defined by this paragraph. This term does not include parents "in law."

3. FMLA leave without pay will be granted for any of the following reasons:

- 3.1. The birth of a child, the care of a newborn child, or placement of a child with the Bargaining Unit Faculty Member for adoption or foster care;
- 3.2. A serious health condition of the bargaining unit member that renders him/her unable to perform his/her job functions;
- 3.3. In order to care for a Bargaining Unit Faculty Member's child, spouse, same sex domestic partner, or parent who has a serious health condition; or
- 3.4. A "qualifying exigency" arising out of the fact that the Bargaining Unit Faculty Member's spouse, same sex domestic partner, child or parent is called to covered active duty (or notified of an impending call or order to active duty) with the Armed Forces of the United States, including the National Guard and Reserves.

4. Paid vacation leave or sick leave may, at the Bargaining Unit Faculty Member's option, be utilized for FMLA leave and thereby will run concurrent with FMLA leave.

5. If the Bargaining Unit Faculty Member fails to provide at least thirty (30) days advance notice when the leave is foreseeable, the requested leave may be delayed until at least thirty (30) days after the date the employee provides notice to the University. If the Bargaining Unit Faculty Member fails to provide a medical or other certification to the BGSU Office of Human Resources to support a request for leave, leave may be delayed until certification is provided. If

the Bargaining Unit Faculty Member never produces certification, the leave is not FMLA leave. The University may, at its own expense, request a second (2nd) opinion to verify the appropriateness of the medical or other certification provided for the proposed FMLA leave. If the opinions of the Bargaining Unit Faculty Member's and the University's designated health care providers differ, the University may require the Bargaining Unit Faculty Member to obtain certification from a third health care provider, again at the University's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the University and the Bargaining Unit Faculty Member. Each must act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Bargaining Unit Faculty Member or Bargaining Unit Faculty Member's family member fails to authorize his/her health care provider to release all relevant medical information pertaining to the health condition at issue, as requested by the health care provider for the second/third opinion, the University may deny the FMLA leave. However, if the University requests a second and/or third opinion, and the Bargaining Unit Faculty Member authorizes his/her health care provider to release the relevant medical information, the Bargaining Unit Faculty Member is provisionally entitled to the FMLA leave pending the University's receipt of the relevant medical information.

6. Group health benefits will be continued for the duration of an FMLA leave. If the Bargaining Unit Faculty Member goes into an unpaid status, arrangements must be made by the Bargaining Unit Faculty Member to continue the employee's contribution towards insurance coverage. Upon return, a Bargaining Unit Faculty Member will be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.

7. A "rolling" twelve (12) month period, measured retrospectively from the date a Bargaining Unit Faculty Member uses any FMLA leave, shall be used to determine the "twelve (12) month period" in which the twelve (12) weeks of FMLA leave entitlement occurs.

8. FMLA leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to the Office of Human Resources, who will review and approve FMLA requests.

9. When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the Bargaining Unit Faculty Member must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation. The University may temporarily transfer the Bargaining Unit Faculty Member to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.

10. Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to Bargaining Unit Faculty Members beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio, except to the extent that the provisions in this Section extend to same sex domestic partners. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

11. For questions or further information about the FMLA, please contact the Office of Human Resources, which shall maintain a written explanation regarding the current provisions of the applicable laws and regulations.

VII. MILITARY LEAVE AND OHIO MILITARY FAMILY LEAVE ACT (OMFLA)

1. Military Leaves

The University will comply with all current state and federal laws regarding Bargaining Unit Faculty Members who perform service in the uniformed or Armed Forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05, and O.A.C. §§ 123:1-34-01 through 123:1-34-05.

2. Ohio Military Family Leave Act (OMFLA)

The University will comply with all current state laws regarding the Ohio Military Family Leave Act. Certain of those provisions, include O.R.C. § 5906.02.

3. Questions and Information

For questions or further information about military leaves and the Ohio Military Family Leave Act, please contact the Human Resources Department, which shall maintain a written explanation regarding the current provisions of the above laws and regulations.

VIII. SICK LEAVE

1. Utilization of Sick Leaves

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

1.2. Sick leave must be requested as far in advance as possible. If advance notice is not possible, then it must be requested by the Bargaining Unit Faculty Member by notifying his/her Department Chair, School Director, or immediate supervisor as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstances exist.

1.3. Time approved and spent for sick leave pursuant to this Article shall run concurrently with any approved Family Medical Leave pursuant to **Article 21, Section VI**.

2. Definition of Authorized Paid Sick Leave

- 2.1. Sick Leave is defined as the authorized absence from duties for the following reasons:
 - 2.1.1. Personal illness, pregnancy or injury
 - 2.1.2. Illness or injury in the individual's immediate family
 - 2.1.3. Death of an immediate family member (to a maximum of five (5) days)
 - 2.1.4. Medical, psychological, dental, or optical examination or treatment of the Bargaining Unit Faculty Member or a member of his or her immediate family
 - 2.1.5. Exposure to contagious disease which could be communicated to other members of the University community
 - 2.1.6. FMLA qualifying events

3. Definition of Immediate Family Member
 - 3.1. For purposes of authorizing sick leave, for non-FMLA qualifying events, a Bargaining Unit Faculty Member's immediate family is defined to include his or her spouse, child, grandparent, parent, step-parent, father-in-law, mother-in-law, sibling, step-sibling, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, legal guardian or person who stands in place of the parent, and same sex domestic partner as registered through the Office of Human Resources. Children include a biological, adopted or foster child, a stepchild, a legal ward, other person for whom the Member stands in place of a parent (in loco parentis), or child of the employee's spouse or same sex domestic partner.

 - 3.2. For purposes of authorizing sick leave for FMLA qualifying events, a Bargaining Unit Faculty Member's immediate family is defined to include his/her spouse, - same sex domestic partner, child, or parent. Child means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child as defined by this paragraph. This term does not include parents "in law."

4. Accrual of Sick Leave while at the University
 - 4.1. Bargaining Unit Faculty Members will earn 15 days of sick leave per year. Bargaining Unit Faculty Members on academic year appointment will earn 13.33 hours of sick leave per month for the months of September through May. Bargaining Unit Faculty Members on 12-month appointments will earn 10 hours per month.

 - 4.2. Sick leave credit shall accrue on a prorated basis for partial or irregular service.

- 4.3. When a Bargaining Unit Faculty Member is on an unpaid leave of absence, there will be no accumulation of sick leave. When a Bargaining Unit Faculty Member is on an approved faculty improvement leave there will be no accumulation of sick leave. Except as stated, sick leave accrual shall accumulate without limit, from the date of hire.
5. Sick Leave Annual Report
 - 5.1. Each College shall maintain a sick-leave record for each Bargaining Unit Faculty Member in the academic unit, which shall be made available for review and copying upon the faculty member's request.
 - 5.2. The sick-leave record shall be reported annually on a standardized form. An appropriate administrative office shall record the days accrued and days used. During the life of the Agreement action will be taken to migrate all sick-leave reporting and balance accrual into an electronic environment. Effective no later than 120 days from the date of the ratification of this Agreement, sick leave accrual information shall be included with each Bargaining Unit Faculty Member's electronic pay advice.
 - 5.3. A Bargaining Unit Faculty Member shall not deduct more than five (5) days' sick leave for each seven consecutive calendar days of illness. The University shall reserve the right to require the Bargaining Unit Faculty Member to furnish a physician's certificate as medical evidence of illness, but only if the Bargaining Unit Faculty Member is absent five (5) or more consecutive sick days, or if the University has a good faith basis to believe the Bargaining Unit Faculty Member is abusing sick leave. The University also reserves the right to obtain a second certificate from a physician of the University's choice at the University's expense.
 - 5.4. In all cases of leave for illness or injury of five (5) or more consecutive sick days, or if the University has a good faith basis to believe that the Bargaining Unit Faculty Member may be incapable of performing his/her job duties, the University may require written documentation by a physician attesting to a Bargaining Unit Faculty Member's fitness to return to work and reserves the right to obtain a second certification from a physician of the University's choice and at the University's expense.
6. Transfer of Sick Leave between Public Agencies.
 - 6.1. Sick-leave days accrued are transferable from one state agency to another within the State of Ohio. A Bargaining Unit Faculty Member who transfers from one public agency to another, or who is reappointed or reinstated, shall, upon re-entering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years. The amount of sick leave transferred to state service shall not be greater than the maximum

accumulation which would have been allowed if all public employment had been in the state service.

7. Payment for Sick Leave at Retirement.

7.1. Upon retiring from active service (as defined by the retirement plan selected) with the university after ten (10) or more years of service with the State or any of its political subdivisions, a Bargaining Unit Faculty Member may elect to be paid for one-fourth (1/4) of his/her accrued but unused sick leave balance up to a maximum of 30 days (240 hours). This payment will be based upon the Bargaining Unit Faculty Member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. For 9-month employees, payment per day shall be calculated on the basis of 1/198 times base pay in a year of retirement. For 12-month employees, payment shall be calculated on the basis of 1/260 times base pay in the year of retirement. Unused sick leave, up to the maximum amounts allowed by this provision, shall be paid to the estate of a Bargaining Unit Faculty Member who dies while an employee of BGSU.

7.2. A retirement cash payout for sick leave shall be made only once to any Bargaining Unit Faculty Member. A Bargaining Unit Faculty Member who becomes employed with the University after retirement from another state agency may accrue and use sick leave while working for the University, however, will not receive a cash payout for unused sick leave at the time of any subsequent separation of service.

8. University Leave Bank Program

8.1. The University shall maintain a Leave Bank Program for the use of Bargaining Unit Faculty Members who have exhausted vacation leave and sick leave or will do so before the return-to-work date, and who are not receiving Worker's Compensation. The Leave Bank Program is voluntary and anonymous program that allows a donor to contribute accrued sick leave to the Leave Bank and a recipient to use donated leave hours from the Leave Bank. The recipient must have donated a minimum of eight hours sick leave in one of the last two enrollment periods prior to submitting a request. The request can be between 0 and 240 hours from the Leave Bank within one calendar year. In order to draw upon the Leave Bank, a Bargaining Unit Faculty Member must make a written request to the Chair/Director who will forward the request to the University sick bank administrator for consideration.

9. Faculty Rights and Responsibilities

9.1. Bargaining Unit Faculty Members on paid sick leave will receive their regular compensation during the period of leave, including any earned salary increases

and earned promotional increases, as well as contributions to retirement and accrual of all other benefits.

- 9.2. Should the sick leave event result in a substantial negative impact of the Bargaining Unit Faculty Members' progress toward tenure the faculty member may qualify for extending the probationary period as outlined in **Article 11** on Extension of the Probationary Period.

IX. PARENTAL LEAVE

1. Availability and Eligibility

- 1.1. BGSU recognizes the right of a Bargaining Unit Faculty Member to secure free time to attend to pregnancy, childbirth, adoption, foster care assignment, and related medical conditions without prejudicing that faculty member's consideration for a salary increment, promotion, and/or tenure.
- 1.2. Parental leave is available to male and female Bargaining Unit Faculty Members who experience the birth of a child or the adoption or foster care placement of a child who is less than six (6) years of age.
- 1.3. Whether taking leave for childbirth, adoption or foster placement, the leave policies provide options for university paid leave and unpaid leave that are coordinated through the provisions of FMLA, the Ohio Revised Code, and other University leave policies, including, but not limited to, sick leave and vacation leave. Parental leave shall run concurrently with the Bargaining Unit Faculty Member's approved FMLA Leave (**Article 21, Section VI**).
- 1.4. Bargaining Unit Faculty Members who experience the birth of a child or the adoption or foster care placement of a child who is less than six (6) years of age shall be granted up to twenty-five (25) consecutive business days of paid parental leave, which will not be taken from sick leave or vacation leave, but counted as part of FMLA leave. These days shall be taken within one semester.
- 1.5. No more than two (2) paid leaves under this section may be granted to a Bargaining Unit Faculty Member (or collectively to both spouses/same-sex domestic partners, if both are Bargaining Unit Faculty Members) during employment.
- 1.6. In cases where both spouses/same-sex domestic partners are members of the Bargaining Unit, only one of the Members is eligible for parental leave for any childbirth, adoption or foster placement at any given time

2. Notification

- 2.1. It is the responsibility of a Bargaining Unit Faculty Member to inform as soon as practicable his/her Department Chair/School Director of an anticipated birth, adoption, or foster care placement that the faculty member expects will result in a temporary interruption in the way in which the faculty member meets contractual responsibilities. The Chair/Director will then inform the Dean, who will then inform the Provost/VPAA.
 - 2.2. Bargaining Unit Faculty Members who are eligible for parental leave will be granted it at their request, so long as the request is submitted in writing to the Member's Chair/Director with a copy to the BGSU-FA with as much advance notice as is reasonably practicable. Requests must include a signed statement that the individual will satisfy the requirement for eligibility.
3. Merit and Evaluation
- 3.1. All evaluation of teaching, research or creative work, service, and librarian effectiveness (where applicable) shall remain unaffected by parental leave except for in the manner described in this section below. No negative impact shall occur in any evaluation as a result of parental leave.
 - 3.2. For the purpose of annual performance review and merit evaluation, a Bargaining Unit Faculty Member who takes parental leave under this Article will only be evaluated for performance during the time in which he or she was not on parental leave. Criteria for annual performance reviews or merit evaluations that are expressed quantitatively shall be prorated. The Department Chair's/School Director's evaluation shall include a description of the methods used for prorating
4. Tenure and Promotion

A probationary tenure-track Bargaining Unit Faculty Member with primary responsibility for the care of a newborn or newly adopted child or foster child under age six may request an extension of his or her probationary period as outlined in **Article 11** on Extension of the Probationary Period.

X. PARTIAL UNPAID LEAVES (Temporary Fractional-Time Appointments)

1. The University may grant a Partial Unpaid Leave (50% appointment) to a Bargaining Unit Faculty Member for personal or professional reasons. The University is under no obligation to offer a Partial Unpaid Leave to a Bargaining Unit Faculty Member, however, and no Bargaining Unit Faculty Member is obligated to accept such a leave if offered.
2. Partial Unpaid Leaves may be granted for a maximum duration of two (2) years and may be extended by increments of up to two years for a total period not exceeding six (6) years. The dates for the Leave must be set forth in a written agreement signed by the Bargaining Unit Faculty Member and her/his dean. A copy of the agreement will be sent to the BGSU-FA and to the Provost/VPAA.

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

- 3.1. The Bargaining Unit Faculty Member on a Partial Unpaid Leave will earn a salary equal to 50% of the Bargaining Unit Faculty Member's current base salary.
- 3.2. All benefits provided by the University shall remain current throughout the Partial Unpaid Leave and will continue to be based on the Bargaining Unit Faculty Member's current base salary, where legally permitted. The Bargaining Unit Faculty Member must continue 100% of his/her contributions to any benefit he/she wishes to continue, with the exception of retirement. All retirement contributions by the Bargaining Unit Faculty Member and the University will be based on actual pay received.
- 3.3. Criteria for annual evaluation that are expressed quantitatively shall be prorated, usually by requiring half the quantity or allowing twice the time, or some combination of these methods. The Department Chair's/School Director's evaluation should include a description of the method(s) of prorating that were used.
- 3.4. Criteria for promotion to the next rank that specify a certain rate of performance in a specified number of years will be prorated.
- 3.5. Service requirements for Faculty Improvement Leaves will be pro-rated such that each semester on Partial Unpaid Leave shall count for one-fourth of an academic year of service. Bargaining Unit Faculty Members are not eligible to apply for or take Faculty Improvement Leave while on Partial Unpaid Leave

XI. PAID VACATION LEAVE

1. Academic Year Bargaining Unit Faculty
 - 1.1. Bargaining Unit Faculty Members on an academic year (nine-month) contract shall not be eligible for paid vacation. Such Bargaining Unit Faculty Members are eligible for all breaks and holidays as scheduled during the academic year.
2. Twelve-month Bargaining Unit Faculty Members
 - 2.1. Bargaining Unit Faculty Members on a full-time 12-month appointment accrues twenty-four (24) days of vacation per fiscal year.

- 2.2. Paid vacation is accrued at the rate of two (2) days or sixteen (16) hours for each calendar month of active pay status. Bargaining Unit Faculty Members on leave of absence without compensation shall not accrue paid vacation during these periods of unpaid leave. Bargaining Unit Faculty Members on Faculty Improvement Leave (“FIL”) do not accrue paid vacation while on FIL.
- 2.3. Any accrued and unused paid vacation leave for prior years, up to a maximum of forty-four (44) days (352 hours) may be carried forward to the following year.
- 2.4. Paid vacation must be earned before being taken, unless otherwise authorized in advance by the Bargaining Unit Faculty Member’s dean and approved by the Office of the Provost/VPAA.
- 2.5. Any accrued and unused paid vacation in excess of forty-four (44) days (352 hours) shall be forfeited on July 1 of each calendar year.
- 2.6. Paid vacation must be requested as far in advance as possible for approval by the appropriate Department Chair, School Director, or Dean.
- 2.7. After one year of service, upon separation of service, payment of accrued and unused paid vacation shall be made to the Bargaining Unit Faculty Member in a lump sum based on the rate of compensation at the time of separation for any accrued but unused paid vacation up to a maximum of forty-four (44) days (352 hours).
- 2.8. Paid vacation usage shall be reported at the college-level in accordance with university procedures.
- 2.9. If a Bargaining Unit Faculty Member dies during active service the accrued but unused paid vacation balance will be paid in accordance with the Ohio Revised Code § 2113.04 up to a maximum of forty-four (44) days (352 hours).

ARTICLE 22

FACULTY IMPROVEMENT LEAVE

1. Authority

Ohio Revised Code, Section 3345.28 authorizes the Board of Trustees to establish and administer a faculty improvement program; any provision of the law not explicitly contained in this policy is implicitly incorporated.

2. Purposes

Faculty improvement leaves are for the professional development of a faculty member through research and creative activity, advanced study beyond the terminal degree, or through another learning experience capable of widening and enlarging the faculty member's professional capabilities. Faculty improvement leaves also improve the University's programs by increasing the expertise of its faculty in meeting its academic goals.

3. Definitions

For the purpose of this article,

- 3.1. "Faculty member" shall mean a Bargaining Unit Faculty Member under a tenured contract stipulating rank of Assistant Professor, Associate Professor, or Professor.
- 3.2. "Academic years of teaching service" shall mean contracted periods of service, each comprising at least two consecutive semesters within one fiscal year, during which the Bargaining Unit Faculty Member is assigned and carries out any or all of the following duties: instruction, instructional service, advising, and research or creative work.
- 3.3. The "Faculty Development Committee" is a University Standing Committee primarily comprised of faculty members who are representative of colleges at the University. Membership, selection, and role of the Faculty Development Committee are defined by University Standing Committee procedures in effect as of May 1, 2013.

4. Eligibility

- 4.1. Any tenured Faculty Member may apply for a Faculty Improvement Leave during the seventh academic year of service (or later) at BGSU. The leave occurs in the eighth year or later.
- 4.2. A tenured Faculty Member who is granted a Faculty Improvement Leave shall return to BGSU for a period of at least one academic year of service after the leave or reimburse the University for all salary and benefits paid during that leave.

4.3. After returning from a Faculty Improvement Leave, a tenured Faculty Member shall serve at least seven more academic years at BGSU before taking another faculty improvement leave. However, the leave request may be initiated during the seventh year.

5. Application Contents

5.1. The application shall include, but may not be limited to:

5.1.1. Background information

- (a) name, department/school, title of project;
- (b) indication whether it is a research/creative proposal or a professional development proposal;
- (c) indication of semesters requested for leave;
- (d) specify nature and amount of external support, and current status of arrangements and how this will affect plans for the leave.

5.1.2. Proposal

- (a) precise and specific description of the activities planned while on leave; indicate the procedures and time-table that will be followed and the prior arrangements that have been made;
- (b) detailed explanation of how these activities will either enhance the faculty member's professional capabilities in teaching, research, creative activity, or service or strengthen the academic program of the University;
- (c) a specific plan for the format and content of a report to be submitted to the President upon completion of the leave.

5.1.3. A current curriculum vitae;

5.1.4. A brief statement from Chair/Director indicating her/his knowledge of the application; and

5.1.5. A letter from a colleague or Chair/Director or other evidence which speaks to the professional development merits to be derived from the activities completed during the leave may be attached, if the applicant desires.

The Office of the Provost/VPAA shall maintain a template for Bargaining Unit Faculty Members to access.

5.2. Application Procedures

5.2.1. The tenured Faculty Member shall submit the application electronically to the Office of the VPAA. The deadline for submitting the application is the

first Monday in October. The VPAA shall forward them to the Faculty Development Committee for review and evaluation.

5.2.2. The applicant also shall file information copies with the Department Chair/School Director or the appropriate supervisor and with the Dean.

6. Selection for Faculty Improvement Leaves

6.1. The Faculty Development Committee shall recommend to the VPAA all applications it considers worthy of consideration and make evaluative comments on each application.

6.2. Criteria for screening and evaluation shall include:

6.2.1. The nature and merit of the improvement plan proposed;

6.2.2. The potential benefits to the faculty member and to the University;

6.2.3. Due consideration of proposals where prior arrangements (e.g., Fulbright in hand) have been made;

6.2.4. In those cases where two proposals are considered of equal merit, preference to the person with longer service without prior paid leave; and

6.2.5. Effectiveness of the writing of the proposal.

6.3. The VPAA, in consultation with the appropriate Department Chairs/School Directors and the Council of Deans, shall consider the merits and ascertain the feasibility of all leaves recommended by the Faculty Development Committee.

6.3.1. The VPAA shall recommend to the President those applications that have been sent by the Faculty Development Committee and have been determined to be feasible.

6.3.2. In any case in which a leave is denied solely because of such feasibility problems as departmental staffing needs, the VPAA shall attempt to arrange a leave for the following academic year.

6.3.3. When leave is denied, a letter will be sent to the faculty member explaining the reasons for denying the leave.

7. Compensation and Funding for Faculty Improvement Leaves

7.1. Faculty Improvement Leaves shall provide full contracted salary on the regular payroll schedule during a leave lasting one semester or 70% of the contracted salary on the regular payroll schedule during a leave lasting two semesters.

7.2. Bargaining Unit Faculty Members may engage in compensated employment during a Faculty Improvement Leave, provided that such employment contributes to the faculty member's professional development; does not result in a conflict of

interest or conflict of commitment, as defined in **Article 30** on Professional Activities Outside the University; and is consistent with the purposes of this Article.

7.3. Faculty improvement leave benefits (insurance, retirement, merit, and fee waiver benefits) while on leave are as follows:

7.3.1. Health-Care Coverage and Group Life Insurance

For either one-semester or two-semester leaves, the coverage is continued on the same basis as for non-leave years. If a Bargaining Unit Faculty Member elects to discontinue group insurance coverage for dependents during the period of a FIL, such dependent coverage may be reinstated at the end of the official FIL, at the option of the faculty member, without penalty or waiting period.

7.3.2. Retirement

One-semester leave—the Bargaining Unit Faculty Member receives full salary for the academic year. Retirement deductions are continued at the normal rate.

Two-semester leave—the Bargaining Unit Faculty Member receives 70% compensation for the academic year for faculty improvement leaves. The benefits available vary according to the retirement program in which the faculty member has enrolled. Under the ARP or STRS defined-contribution plan, employee and university contributions are based solely on compensation earned. Under the STRS defined-benefit or combined plan, several options are available with regard to the amount and timing of contributions and the amount of service credit granted. Details are as specified by STRS.

7.3.3. Merit

Merit increases during the year following any leave shall be evaluated in accordance with relevant college and departmental policies.

7.3.4. Fee Waivers

The application of the fee waiver benefit is maintained.

8. Reports

In keeping with the Ohio Revised Code, Bargaining Unit Faculty Members must submit a report to the President detailing the accomplishments resulting from the leave. In addition, BGSU requires that copies of the report be sent to the Provost/VPAA, Dean, and Chair/Director. The

report must be submitted by the end of the first month (excluding summer) in the semester following the conclusion of the leave. A faculty member's failure to submit the required report will disqualify the faculty member from eligibility for future Faculty Improvement Leaves.

ARTICLE 23

RESEARCH AND GRANTS

1. Both the University and the BGSU-FA recognize the importance of Bargaining Unit Faculty Members' efforts to produce and disseminate scholarly or creative work, including scholarly or creative work related to teaching and pedagogy.
2. The University will assist and support Bargaining Unit Faculty Members in the development and administration of viable external grants, provide professional development activities such as grant writing workshops, and assist Bargaining Unit Faculty Members in serving as principal investigators of successful grants, within the limits of available resources.
3. Faculty members' scholarly and creative work may involve collaborative work or training with faculty from other universities, or collaborative work or training with non-academic entities, and may sometimes require absences from campus. Bargaining Unit Faculty Members will endeavor to keep such absences from conflicting with the scheduled meetings of their assigned classes. However if such absences must occur during class meeting hours, Bargaining Unit Faculty Members shall obtain the concurrence of their Department Chair/School Director and make arrangements so that instructional goals are met.
4. All Bargaining Unit Faculty Members are eligible to apply for internal or external grants. The University shall not use a Bargaining Unit Faculty Member's appointment or academic rank as a basis for disqualifying him/her from applying for internal or external grants as long as the activities to be funded by the grant are consistent with the mission of the individual faculty member's academic unit and his/her academic unit responsibilities.
5. To further support the production and dissemination of scholarly and creative work, the University shall establish a joint review committee consisting of three members appointed by the BGSU-FA and three (3) members appointed by the University to review the policies and processes related to research and grants and shall advise the Vice President for Research and Economic Development regarding methods for making the University more effective and responsive in supporting faculty research.
6. All considerations of, and ultimate approval for, grants will be made by the Provost/VPAA or designee. The merits of such decisions may not be grieved.

ARTICLE 24

PROFESSIONAL DEVELOPMENT

1. Both the University and the BGSU-FA recognize the importance of continuous improvement in the skills and accomplishments of faculty in teaching, research, and creative work.
2. To the extent that funds are available, and in accordance with procedures and criteria established by each school, department, and college, all Bargaining Unit Faculty Members shall be eligible to receive funds from their school, department, and/or college to support professional development activities, including but not limited to reimbursement for travel expenses. Departments/schools shall, in their established procedures and criteria, provide for a system of accounting that records and tracks professional development funding awarded to and spent by its Bargaining Unit Faculty Members along with a short description of the purpose of the funding for each Member. Records kept pursuant to these accounting systems shall be made available upon request.
3. The Parties shall establish a joint committee(s) composed of three representatives from the BGSU-FA and three representatives from Administration, or another mutually agreed number of equal representatives, to examine issues pertaining to the continuous improvement in the skills and accomplishments of faculty. Specifically the committee(s) will:
 - 3.1. Develop a framework to evaluate tenured faculty members who are not meeting minimum performance expectations and a framework to reward outstanding performance;
 - 3.2. Develop a framework for enhancement of professional development for non-tenure track faculty, including, without limitation, faculty improvement opportunities; and
 - 3.3. Issue its findings, report and recommendations to the parties' respective constituencies no later than the end of the 2014-15 academic year.

ARTICLE 25

INTELLECTUAL PROPERTY

1. Principles and Definitions
 - 1.1. For purposes of this Article “Intellectual Property” shall mean patents, copyrights and trademarks.
 - 1.2. The University recognizes that the creation of various works of Intellectual Property is one of the primary responsibilities of Bargaining Unit Faculty Members. To that end, the University encourages and supports the creation, development, expression, and dissemination of Intellectual Property created by Bargaining Unit Faculty Members.
 - 1.3. Intellectual Property may be legally protected by copyright, trademark, or patent processes and procedures. It is the joint responsibility of the University and the Bargaining Unit Faculty Member to ensure that Intellectual Property obtains appropriate and timely legal protections, and that the respective rights of the Bargaining Unit Faculty Member and the University be acknowledged and protected. Any financial benefit accruing from the Intellectual Property shall be assigned according to University policy and procedure, as well as the terms of this Article, and in the case of a conflict, the terms of this Article shall prevail.
2. Copyrights
 - 2.1. The term “copyright” shall have the meaning assigned to that term in the Copyright Act of 1976, 17 U.S.C. § 101.
 - 2.2. Bargaining Unit Faculty Members retain ownership of their own copyrightable works unless the work is a “work-for-hire”, as that term is defined under federal law, or is subject to a separate written agreement that requires assignment to the University or to a third party. In the case of assignment to the University, the author will retain the right to use the material for his or her own noncommercial purposes.
 - 2.3. Bargaining Unit Faculty Members shall cooperate with and sign all documents reasonably requested by the University to enable it to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to the University. The University shall cooperate with and sign all documents reasonably requested by a Bargaining Unit Faculty Member to enable him or her to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to that Member.
 - 2.4. The parties acknowledge that copyrightable materials created by a Bargaining Unit Faculty Member within the course and scope of university employment are

“works for hire” and so any copyrights related thereto are the property of the University. However, the University and the BGSU-FA recognize the tradition between the University and the faculty of the University disclaiming its rights in copyrights in certain faculty created works for hire, and as such, the University disclaims all ownership rights in traditional products of scholarly activity, which include, but are not limited to, journal articles, textbooks, papers, manuscripts, dissertations, theses, monographs, novels, poems, paintings, sculptures, other works of art, musical compositions, course syllabi, teaching materials, and examination materials.

2.5. Substantial Support. Notwithstanding any disclaimer of copyright elsewhere in this Article, the Bargaining Unit Faculty Member and the University shall be joint owners of any copyrightable work created by a Bargaining Unit Faculty Member with substantial support from the University. In such instances, the Bargaining Unit Faculty Member and the University shall negotiate in advance the allocation of specific ownership rights, obligations, and such other issues as they may agree upon.

2.5.1. For purposes of this Article, “substantial support” shall mean University financial support in the form of money, facilities, professional technical support services, graduate assistant support, or release time that exceeds the norm for a Bargaining Unit Faculty Member’s usual assignment or salary.

2.5.2. “Substantial support” does not include:

2.5.2.1. Ordinary library services;

2.5.2.2. Clerical or administrative support;

2.5.2.3. Office or laboratory supplies and equipment provided within the normal scope of employment;

2.5.2.4. Merely assigning a Bargaining Unit Faculty Member to teach a course that uses instructional materials that are provided to students electronically, including online; and

2.5.2.5. Ordinary computer network support.

2.5.3. “Substantial support” includes, but is not limited to:

2.5.3.1. Course release time (other than a Faculty Improvement Leave);

2.5.3.2. Additional office or laboratory space, supplies or equipment beyond the normal scope of employment.

2.5.4. For the development of distance learning materials, “substantial support” includes, but is not limited to:

2.5.4.1. Provision of designated technical assistance, such as audio-visual department personnel or a qualified graduate assistant, to assist

development of an online course, or provision of specialized software purchased for a particular online project, which exceeds normal University support for traditional courses, or

2.5.4.2. Support commissioned by the University by the provision of release time or other compensation to a faculty member as an adjustment to normal assigned duties for the purpose of creating a distance learning course, which exceeds normal University support for traditional courses.

2.5.5. For the development of distance learning materials, “substantial support” does not include:

2.5.5.1. Ordinary use of University servers and software platforms for the delivery of distance education;

2.5.5.2. Ordinary orientation to the operation of online instructional techniques and processes; and

2.5.5.3. Ordinary technical troubleshooting assistance.

2.6. Distance Learning Materials

2.6.1. Distance learning materials are works, including courseware, that are created and distributed in connection with online instruction and distance learning.

2.6.2. The University recognizes the substantial educational and academic benefits that flow from the creation of copyrightable distance learning materials and so shall grant to the Bargaining Unit Faculty Member developing copyrightable distance learning materials created with substantial support of the University an undivided co-equal ownership interest in the entire work.

2.6.2.1. The University and the Bargaining Unit Faculty Member developing copyrightable distance learning materials developed with substantial support of the University shall negotiate in advance, in a written agreement, the allocation of specific ownership rights, obligations, and such other issues as they may agree upon including, but not limited to, allocation of royalties, if any, and limitations on transferability of ownership.

2.6.2.2. Pursuant to the negotiated agreement, unless the Bargaining Unit Faculty Member and the University agree otherwise, any royalties earned from the commercialization of distance learning materials shall be divided in accordance with the percentages set forth in Section 4.9, *infra*.

- 2.6.2.3. Pursuant to the negotiated agreement, the Bargaining Unit Faculty Member and the University will both retain a non-exclusive license to use distance learning materials in educational settings, even if the Bargaining Unit Faculty Member leaves the University.
 - 2.6.2.4. The University shall send a copy of any such agreement to the BGSU-FA.
 - 2.6.2.5. In the absence of such a written agreement, distance learning materials developed by a Bargaining Unit Faculty Member in the course and scope of employment are works for hire and the copyrights of which are owned by the University.
 - 2.6.3. For purposes of this section, distance learning materials created by Bargaining Unit Faculty Members without substantial support of the University remain the property of the Bargaining Unit Faculty Member, including those materials where the University has traditionally disclaimed interest, as set forth in Section 2.4, supra. Ownership of distance learning materials where the University has provided “substantial support” shall be governed by Section 2.6.2, supra.
- 2.7. The ownership of copyrightable materials created in whole or in part with the support of, or under a grant or a contract with, a third party shall be governed by the terms and conditions of the applicable grant or contract.
 - 2.7.1. If the applicable grant or contract is silent regarding copyright ownership, then the University and the Bargaining Unit Faculty Member will share an undivided co-equal ownership interest in any work created thereunder, subject to any rights, limitations, or obligations imposed elsewhere in this Article.
- 2.8. The University and the BGSU-FA acknowledge the University policy providing that a Bargaining Unit Faculty Member serving as the student’s faculty advisor shall have, as a condition of the degree award, both a nonexclusive, royalty-free right to retain and use a limited number of copies of the copyrightable Intellectual Property, and the right to secure its publication for archival use.
- 2.9. Intellectual Property contributed to the University.
 - 2.9.1. Bargaining Unit Faculty Members may choose to contribute copyrightable Intellectual Property to the University and thereby assign all rights of ownership to the University.
 - 2.9.2. The University may choose to accept or not accept these works for University ownership.

2.9.3. In accepting such contributed Intellectual Property, the University may choose to negotiate a limited license for personal use by the creator of the Intellectual Property, and/or for a share of any royalties earned by the University from commercial development, in return for the contribution of the copyrightable Intellectual Property.

3. Trademarks

3.1. Trademark shall have the meaning assigned to that term in trademark law, 15 U.S.C. § 1127.

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

3.3. Any trademarks created by the Bargaining Unit Faculty Member in association with copyrightable or patentable works shall be owned by the same party that owns the copyrightable or patentable works.

4. Patents

4.1. Patent shall have the same meaning assigned to it under federal patent law, 35 U.S.C. § 100 et seq.

4.2. Section 3345.14 of the Ohio Revised Code (O.R.C.) and University Policy as adopted by the Board of Trustees, as amended from time to time, shall govern this Article.

4.2.1. Pursuant to O.R.C. § 3345.14, and as a condition of University employment, all right, title, and interest in inventions or discoveries, including patents thereon resulting from any research or investigation conducted in whole or in part in any laboratory or facility of the University within the scope of employment, shall be the sole and exclusive property of the University. Assignment or waivers of such rights, titles, and interests may be made by the University to external sponsoring agencies or others, subject to the provisions below.

4.3. The Bargaining Unit Faculty Member shall promptly disclose to the appropriate University authority any invention or discovery, and shall additionally provide any required supporting documentation, including a signed and notarized assignment document.

4.4. The Bargaining Unit Faculty Member and the University shall take steps reasonably necessary to preserve the patentability of inventions and shall refrain from premature disclosure.

- 4.5. Bargaining Unit Faculty Members agree to assist and cooperate with the University in obtaining and enforcing patents, including, without limitation, executing and delivering all assignments, documents and instruments reasonably requested by the University in conjunction with obtaining and enforcing patents within the United States or any foreign jurisdiction.
- 4.6. The parties recognize that time is of the essence in pursuing patents and so agree to use their best efforts to prosecute patents in a timely manner.
- 4.7. The University has no obligation to pursue or maintain patent protection for disclosed inventions. If, after twelve (12) months the University decides not to pursue a patent application, then the University shall assign ownership to Bargaining Unit Faculty Member(s) who had input in the disclosed inventions while retaining a royalty-free license to use the invention for non-commercial purposes. If, seven and one-half years after the patent issues, the University elects not to maintain or otherwise market the invention, then the University shall assign ownership to the Bargaining Unit Faculty Member(s) who had input in the inventions while retaining a royalty-free license to use the invention for non-commercial purposes. If the Bargaining Unit Faculty Members decline ownership, then the University may assign ownership to any other party, and failing such assignment, the patent will become abandoned and the invention will exist in the public domain.
- 4.8. Rights to inventions arising in the course of government or other externally sponsored research are controlled by the terms of the agreement between the University and the sponsor and/or applicable federal regulations.
- 4.9. In the event that income is derived from the external licensing, use, sale, or other disposition of University-owned patents, the University and inventor(s) will be reimbursed on a pro rata basis their reasonable, documented, and approved (by the Vice President for Research and Economic Development) out-of-pocket costs incurred as of the date of receipt of such income in obtaining, maintaining, enforcing, and licensing the patents until each is reimbursed all such costs. Thereafter, the income shall be allocated as follows: forty percent (40%) to the inventor(s), ten percent (10%) to a professional development account to support the ongoing research or creative endeavors of the inventor(s), and fifty percent (50%) to the University. The University shall maintain distributions of a Bargaining Unit Faculty Member's fifty percent (50%) share after the member terminates University employment and shall continue to make such distributions to the member and/or the member's estate.

ARTICLE 26

DISTANCE LEARNING

1. Definitions

- 1.1. "Distance Learning" as used herein refers to instruction where the teacher and the student are separated geographically so that face-to-face communication is absent; communication is accomplished instead by one or more technological media, and may be either synchronous or asynchronous. Distance education may employ audio, video, or computer technologies now known or hereafter developed, utilized to teach any distance or distributed learning course originating from or sponsored by the University. "Course" refers to any class offered for credit or non-credit.
- 1.2. Distance learning is an alternative form of educational instruction that is afforded the same status, for all purposes, as traditional classroom teaching.

2. Training and Technology

- 2.1. Bargaining unit faculty teaching distance learning courses will be provided the necessary training consistent with the needs of the Bargaining unit Faculty Member and the nature of the technology.

3. Office Hours

- 3.1. A Bargaining Unit Faculty Member teaching a distance learning course may hold some of the normally expected office hours online.

4. Labor-Management Committee

The Parties shall establish a joint committee composed of three representatives from the BGSU-FA and three representatives from Administration, or another mutually agreed number of equal representatives, to examine issues pertaining to emerging issues regarding distance learning. The Committee will issue its findings, report and recommendations to the parties' respective constituencies no later than the end of the 2014-15 academic year.

5. Intellectual Property

- 5.1. Matters pertaining to the development of distance learning materials developed without substantial support of the University and with substantial support of the University (including release time or other compensation to a faculty member) are specified in the Intellectual Property article of this Agreement.
- 5.2. External marketing or use of distance or distributed learning materials shall be governed by the Intellectual Property terms of this Agreement.

ARTICLE 27

EMERITUS FACULTY

1. Criteria
 - 1.1. The title of emeritus faculty recognizes a career of accomplishment and contribution to Bowling Green State University and its community. It is a non-salaried academic title of honor to a retired faculty member.
 - 1.2. Faculty who are retired and have served as full-time faculty for at least ten years at BGSU are eligible for emeritus status. Under extraordinary circumstances (e.g., death, early retirement due to disability), special consideration may be given to faculty nominees who have served BGSU for five or more years, but less than ten years.
 - 1.3. The title emeritus may attach to any position that the retired faculty member has occupied in the University and for which a preference is indicated, subject to the approval of the Provost/VPAA and President.
 - 1.4. There is a normal expectation that faculty who meet the qualifications listed above will be granted emeritus status upon retirement.
2. Procedures
 - 2.1. Designation as an emeritus faculty member shall be made under the authority of the Board of Trustees, acting with the advice and recommendation of the President and Provost/VPAA.
 - 2.2. Eligible faculty members who wish to be considered for emeritus status shall initiate the review process by written request sent to the faculty member's Dean and his or her Department Chair/School Director. In the case of posthumous nominations, the request may be initiated by a member of the deceased faculty member's Department or School, or by the faculty member's Department Chair/School Director, or by the Dean. The Department Chair/School Director shall forward each request to the department/school bargaining unit faculty for consideration. The Department/School Bargaining Unit Faculty Members shall review each nomination and make a written recommendation, positive or negative, to the Chair/Director.
 - 2.3. The Chair/Director shall review each nomination, including the recommendation of the department/school Bargaining Unit Faculty Members, and then make a written recommendation, positive or negative. The Chair/Director shall forward all materials (the department/school faculty recommendation and the recommendation of the Department Chair/School Director) to the dean. In cases

where there is disagreement between the faculty and the Chair/Director, the Chair's/Director's letter must explain the reasons for disagreement.

- 2.4. The Dean shall review each nomination, including the recommendations of the department/school Bargaining Unit Faculty Members and the Chair/Director, and then make a written recommendation, positive or negative. The Dean shall forward all materials (the department/school Bargaining Unit faculty recommendation, the Chair's/Director's recommendation, and the dean's recommendation) to the University Committee on Honorary Degrees and Commemoratives.
- 2.5. The University Committee on Honorary Degrees and Commemoratives shall review each nomination, including the recommendations from the department/school Bargaining Unit Faculty Members, Chair/Director, and dean, and then make a written recommendation, positive or negative. The University Committee on Honorary degrees and Commemoratives shall forward all materials (the department/school Bargaining Unit Faculty Members' recommendation, the Chair's/Director's recommendation, the dean's recommendation, and the committee's recommendation) to the Provost/VPAA.
- 2.6. The Provost/VPAA shall make the final recommendation, after due consideration of all of the materials. The Provost/VPAA shall then forward those nominations deserving of emeritus status to the President for approval and transmittal to the Board of Trustees.
- 2.7. A decision not to forward a nomination for emeritus status to the Board of Trustees, or a decision by the Board of Trustees not to confer emeritus status shall not be subject to the Grievance and Arbitration Procedures outlined in **Article 13**.

3. Privileges

All privileges accorded to members of the regular faculty shall be accorded to emeritus faculty wherever appropriate and feasible.

ARTICLE 28

DISTINGUISHED PROFESSORSHIPS

1. Classes of Distinguished Professorships
 - 1.1. There are several classes of Distinguished Professorships: Distinguished Teaching Professor; Distinguished Research Professor; Distinguished Professor of the Arts; Distinguished University Professor; and Trustee Professor.
 - 1.2. The title of Distinguished Teaching Professor shall be conferred upon select members of the faculty already holding the rank of Professor whose extraordinary achievements as effective teachers in their discipline or in interdisciplinary fields deserve special recognition.
 - 1.3. The title of Distinguished Research Professor or Distinguished Professor of the Arts shall be conferred upon select members of the faculty who already hold the rank of Professor and who have established outstanding national or international recognition through research and publication or creative/artistic achievement in their disciplines.
 - 1.4. The title of Distinguished University Professor shall be conferred upon members of the faculty already holding the rank of Professor, whose creative professional achievements are such as to have won them national distinction or recognition beyond the limitations of a narrow field of interest.
 - 1.5. Trustee Professorships may be designated by the Board of Trustees, upon the recommendation of the President and Provost/VPAA, for senior administrative officers (Deans or above) who have served with distinction at those administrative levels for ten years or longer, who hold tenured academic appointments in a department or school, and who are leaving full-time administrative service. The designation carries no salary supplement. Office arrangements and related support will be coordinated by the VPAA at the time the administrative officer leaves administrative service.
2. Procedures for Nomination, Recommendation, and Conferral
 - 2.1. Nominations
 - 2.1.1. Nominations for Distinguished Teaching Professor, Distinguished Research Professor, Distinguished Professor of the Arts, and Distinguished University Professor may originate with any faculty member or department/school and shall be made to the Provost/VPAA. Nominations shall carry the endorsement of the faculty member's dean. In the absence of a department/school affiliation for the nominee, the nomination shall carry the endorsement of the college.

- 2.1.2. The Provost/VPAA shall appoint a faculty committee to receive and review nominations for Distinguished Teaching Professor. The single standard of evaluation shall be agreement within the committee that the nominee, beyond reasonable debate, is and has been for an extended period of time an extraordinarily effective teacher. The committee shall solicit information from internal or external sources it considers to be appropriate and shall make a recommendation to the Provost/VPAA on each nomination.
- 2.1.3. For nominations for the Distinguished Research Professor or Distinguished Professor of the Arts, the Provost/VPAA shall solicit from internal and external sources a list of names with national and international reputations as specialists in the nominee's academic field. The Provost/VPAA shall then appoint a faculty committee to receive and review the nominations. This committee shall solicit the opinions of the listed persons with national or international reputations, consult additional appropriate references, and make a recommendation to the Provost/VPAA on each nomination.
- 2.1.4. Nominations for Distinguished University Professor shall be sent to the Provost/VPAA accompanied by a list of names of persons with national reputations in the general field of the nominee's interest; e.g. scientists, rather than botanists; humanists, rather than philosophers; musicians, rather than violinists; etc. The Provost/VPAA shall then appoint a faculty committee to receive and review the nominations. This committee shall solicit the opinions of the listed persons with national or international reputations, consult additional appropriate references, and make a recommendation to the Provost/VPAA on each nomination.

2.2. Recommendations

- 2.2.1. The Provost/VPAA, in consultation with the Council of Deans, shall consider the recommendations of the committee and forward a recommendation to the President and Board of Trustees for action. A decision not to forward a recommendation for a distinguished professorship to the Board of Trustees and a decision by the Board of Trustees not to confer a Distinguished Professorship shall not be subject to the Grievance and Arbitration Procedures outlined in **Article 13**.

2.3. Conferral

- 2.3.1. Awards of Distinguished Professorships shall be by special resolution of the Board of Trustees. No more than one or two such awards in each class should be made in any year, but none need be made in any year.

- 2.3.2. Conferral of the titles Distinguished Teaching Professor, Distinguished Research Professor, or Distinguished Professor of the Arts shall be made by the President at one of the regular University commencement exercises or at a special convocation.
- 2.3.3. Conferral of the title of Distinguished University Professor shall be made by the President at a special convocation at which the Professor so honored shall be invited to deliver an address to the University Community and to the community at large.
- 2.3.4. Distinguished Professors shall be so identified in official publications, shall be given precedence along with other distinguished professors in the University in academic processions and convocations, and shall be accorded whatever other honors and privileges the President and Board of Trustees deem appropriate.

ARTICLE 29

LEGAL PROTECTION

1. Legal Protection

- 1.1. The University shall provide legal representation to any Bargaining Unit Faculty Member, at their request, who are defendants in civil actions arising out of their employment, except as otherwise excluded by law, subject to the approval of the Ohio Attorney General and in accordance with Ohio Revised Code Sections 109.361 and 109.362. To the extent authorized in Revised Code Sections 9.86 and 9.87, and subject to the approval of the Ohio Attorney General, the University shall indemnify and hold harmless any Bargaining Unit Faculty Member as a result of any judgment other than a judgment for punitive or exemplary damages, a judgment in a civil action arising out of the operation of a motor vehicle (*unless operated in the performance of official duties pursuant to Section 9.87(A)*), or a judgment in a civil action in which the state is the plaintiff, unless the employer of the employee and the Ohio Attorney General determine that the acts or omissions of the employee were not within the terms of Revised Code Section 9.87(B)(2). Denial of representation or indemnification by the Ohio Attorney General as provided by law shall not be arbitrable under **Article 13, Section 6** of this Agreement.
- 1.2. The University shall continue the status quo for the duration of this Agreement to provide liability insurance coverage pursuant to ORC 3345.202 at the level it has been provided for each Bargaining Unit Faculty Member.

ARTICLE 30

PROFESSIONAL ACTIVITIES OUTSIDE THE UNIVERSITY

1. “Professional Activities Outside the University” refers to professional activities of Bargaining Unit Faculty Members that fall outside of the normally defined workload of teaching, research, and service, and includes activities that may or may not involve external compensation.
2. Bargaining Unit Faculty Members may engage in professional activities that reflect normal and expected public service, for which compensation is limited to reimbursement of costs or nominal honoraria, such as invited lectures, peer review panels, serving as an officer or committee member for a professional society, and/or activities explicitly included in approved practice plans; such activities are not considered professional activities outside the University for purposes of this Article. In addition, a Bargaining Unit Faculty Member’s service activities to the BGSU-FA (such as an officer position or committee assignment) are not considered outside professional activity for the purposes of this Article, and thus time commitments in such service are not limited by this Article.
3. For the portion of the academic year under which a Bargaining Unit Faculty Member is under contractual obligation to BGSU (for example, during a member’s 9-month or 12 month contractual period), a Bargaining Unit Faculty Member may also engage in consulting, outside research, or other professional activities outside the University for pay as long as these activities contribute to the Member’s professional development; do not consume, on average, more than one business day per week; and do not otherwise interfere with his or her assigned duties. For purposes of this Article, one “business day per week” is a standard reflecting approximately 20% of the time commitment of a faculty member during a normal work week and typical work hours at the University. In such instances, a Bargaining Unit Faculty Member shall provide written notice to his or her Dean or designee. Increases to the time standards in this Section or activities which may otherwise interfere with his or her assigned duties must be approved as set forth in Section 4 below.
4. For the portion of the academic year under which a Bargaining Unit Faculty Member is under contractual obligation to BGSU (for example, during a member’s 9-month or 12-month contractual period), if the Bargaining Unit Faculty Member teaches, researches, or consults for pay beyond as specified in Section 3, then he or she must receive prior (where practicable) written approval from his or her Dean or designee. Such approval shall not be withheld unless the activity interferes with the Bargaining Unit Faculty Member’s assigned duties or unless the provisions of Section 6 apply. In the case where approval is withheld, the Dean, or designee, must, in writing, express the reason for withholding approval. If no written notice of denial is given, then it is assumed that the Dean or designee has granted permission. All other professional activities outside the University must also comply with Section 6 of this Article.
5. When engaging in professional activities outside the University, Bargaining Unit Faculty Members may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

6. Bargaining Unit Faculty Members must avoid any conflict of interest or commitment between professional activities outside the University and their University responsibilities, and must avoid accepting outside assignments that compete directly with academic functions of the University. Professional activities outside the University shall not be undertaken which violate Ohio's ethics laws governing public employees.

6.1. A conflict of interest is a situation where financial interests or other opportunities for personal benefit may exert a substantial or improper influence upon an employee's professional judgment in exercising a University duty or responsibility.

6.2. A conflict of commitment exists when external or other activities are so substantial or demanding as to interfere with the individual's teaching, research, scholarship, creative work, or service responsibilities to the University or its students.

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

ARTICLE 31

ACADEMIC CALENDAR

1. The Academic Calendar
 - 1.1. The academic calendar shall be determined by the University with appropriate consultation, including governance bodies and the BGSU-FA.
 - 1.1.1. Two sixteen-week semesters of instruction, each of which will include a final examination week.
 - 1.1.2. Summer sessions for the Bowling Green Campus: two non-concurrent six-week sessions and one concurrent eight-week session.
 - 1.1.3. Summer sessions for the Firelands Campus: one three-week session, a first five-week session, a second five-week session, and a concurrent eight-week session.
 - 1.2. A calendar that includes multiple summer sessions, as defined in 1.1.2 and 1.1.3, may not require any given college to provide offerings during every summer session.
 - 1.3. Specialized workshops, seminars, or specific programs or classes may require schedule variations.
2. Holidays and Observances
 - 2.1. The Academic Calendar shall be observed in accordance with the provisions of Section 124.19 of the Ohio Revised Code, and as it may be amended. The University recognizes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day; but President's Day and Columbus Day may be observed on alternative days.
 - 2.2. When a holiday falls on a Saturday or a Sunday, it will be rescheduled to either Friday or Monday, unless the holiday is observed on alternative days pursuant to section 2.1, and no classes shall be scheduled on that day.
 - 2.3. If a holiday occurs during a period of active pay status--which includes an approved sick leave, leave with pay, or vacation--the employee will be paid for the holiday. To qualify for holiday pay, an employee must be in an active pay status on regularly-scheduled work days both prior and subsequent to the holiday.
 - 2.4. Since some religious observances occur on days not designated as legal holidays, the University shall be flexible in accommodating the religious observances of

faculty and students, and Bargaining Unit Faculty Members shall be flexible in accommodating the religious observances of students.

ARTICLE 32

PAST PRACTICES

Except as set forth in this Agreement, the University and the BGSU-FA shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy or benefit shall not be considered as creating an obligation to continue that or any other practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy or benefit that is not set forth in this Agreement will be developed and implemented only after due consultation with and advice of appropriate faculty bodies. Should no agreement be reached on any discontinuance or modification proposed, the University may implement the same only after engaging in effects bargaining with the BGSU-FA.

ARTICLE 33

SEPARABILITY

1. Should any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with any applicable law or public regulation, from which no appeal can be taken, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the Parties shall commence good faith bargaining for replacement language.
2. The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.
3. If any provision of the Agreement that is rendered null and void by operation of Section 1 of this Article is subsequently rendered valid (a) by a duly constituted court or regulatory authority or (b) by the amendment, abolishment or enactment of a statute(s) or regulation(s), then the original provision shall be reinstated, notwithstanding that the Parties may have agreed to replacement language in the interim time period. In that event, the replacement language shall be superseded and rendered null and void by the reinstated provision.
4. For purposes of this Article the Board shall not be considered a regulatory authority.

ARTICLE 34

DURATION AND NEGOTIATION PROCEDURE

1. This Agreement shall be effective upon the ratification of the same by the BGSU-FA's membership and approved by the University's Board of Trustees, and shall continue in full force and effect until 12:01 a.m. on May 1, 2016, upon which time the second contract will become effective through 12:01 a.m. on July 1, 2016 (the expiration date), and will continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the BGSU-FA will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not less than seventy-five (75) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date). Such negotiations shall be in accordance with Section 2, below, except that the University and BGSU-FA agree in advance that, if available, Mr. Robert Stein shall be the mediator/fact-finder for these negotiations.

2. In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with Section 1 above, the following terms and procedures shall apply to the 'Parties' negotiations and dispute resolution.

2.1. The University and the BGSU-FA shall each select its own collective bargaining committee of not more than six (6) members, including one Chief Negotiator for each side. In the event that either the University or the BGSU-FA plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.

2.2. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least twenty-four (24) hours' notice shall be given to the other party, unless twenty-four (24) hours' notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.

2.3. All negotiating sessions will be held at location on campus mutually agreed upon, the chosen location shall have facilities such that the parties can meet jointly and meet separately.

2.4. Each party will provide an electronic copy and sufficient written copies of its proposals and other materials for everyone anticipated to be present.

2.5. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by the BGSU-FA

membership and subject to the approval of the Board. Any tentative agreements reached shall be drafted and initialed by the Chief Negotiators, but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the Parties as to specific issues.

- 2.6. All negotiations will be done in private in accordance with Ohio Revised Code Section 4117.21.
- 2.7. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic or verbatim notes of the sessions permitted.
- 2.8. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.
- 2.9. The two (2) Chief Negotiators may meet in private to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.
- 2.10. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The Parties agree to utilize the statutory dispute settlement procedure as set forth in Ohio Revised Code § 4117.14, except with respect to the following:
 - 2.10.1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board;
 - 2.10.2. That fact finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least thirty (30) days;
 - 2.10.3. If fact finding is requested by either side the Parties shall request from SERB a list of fact finders (unless the Parties have previously agreed to a fact finder, who has agreed to serve consistent with this MAD) and a fact finder shall be selected within two (2) weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code § 4117.14;
 - 2.10.4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code § 4117.14, subject to the provisions of this Agreement;
 - 2.10.5. That the fact finding hearing shall be scheduled within four (4) weeks of the appointment of the fact finder by SERB; and

2.10.6. That the rejection deadline date for any fact finder's report shall occur the later of (1) fourteen (14) calendar days following said report's delivery; or (2) fourteen (14) calendar days after classes begin for spring or fall academic semester.

3. The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such event the University shall immediately so notify the BGSU-FA and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to **Article 13, infra**.

Appendix I

Bowling Green State University Plan A - PPO

Benefits	Network	Non-Network
Plan Year / Benefit Period	January 1 st through December 31 st	
Benefit Eligible Employee	Full time Bargaining Unit Faculty Members	
Coverage Begin Date	First of the month following hire date and/or becoming benefit eligible	
Dependent Age Limit; contingent upon meeting state and/or federal eligibility criteria	26/28 Removal from plan end of month	
Benefit Period Deductible – Individual/Individual plus one/Family ^{1,2}	\$200 / \$400 / \$600	\$400 / \$800 / \$1,200
Coinsurance	85%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Individual/Individual plus one/Family ³	\$800 / \$1,600 / \$2,400	\$2,400 / \$4,800 / \$7,200
Physician/Office Services		
Office Visit – Primary Care Physician (Illness/Injury) ^{4, 6}	\$20 copay, then 100%	60% after deductible
Office Visit – Specialist Physician (Illness/Injury) ⁴	\$35 copay, then 100%	
Urgent Care Office Visit ⁴	\$20 copay, then 100%	60% after deductible
Surgical Services in a Physician's Office or Urgent Care	85% after deductible	60% after deductible
Diagnostic Services in a Physician's office	100%	60% after deductible
Allergy Testing and Treatments in Physician's office	100%	60% after deductible
Preventive Services		
Routine Physical Exams ⁴	\$20 copay, then 100%	60% after deductible
All Immunizations, Routine Laboratory, X-rays and Medical Tests	100%	60% after deductible
Well Child Care Exams (To age nine) ⁴	\$20 copay, then 100%	60% after deductible
Well Child Care Laboratory Tests and all Immunizations	100%	60% after deductible
Routine Mammogram (Ages 35 through 39, limited to one; Ages 40 through 49, limited to one per 730 days; Ages 50 and over, limited to one every 365 days)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test (Limited to ages 40 and over and one every 365 days)	100%	60% after deductible
Routine Colonoscopy limited to ages 50 and over and limited to one every 10 years	100%	Not Covered
Outpatient Services		
Surgical Services	85% after deductible	60% after deductible
Diagnostic Services	85% after deductible	60% after deductible
Chemotherapy and Radiation Therapy	85% after deductible	60% after deductible
Physical/Occupational Therapy (30 visits combined per benefit period)	85% after deductible	60% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Chiropractic Therapy (15 visits per benefit period)	85% after deductible	60% after deductible
Speech Therapy (20 visits per benefit period)	85% after deductible	60% after deductible
Respiratory Therapy	85% after deductible	60% after deductible
Ambulance	85% after deductible	
Use of an Emergency Room ⁵	\$100 copay, then 85%; no deductible	
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Physician Services	85% after deductible	60% after deductible
Maternity	85% after deductible	60% after deductible
Skilled Nursing Facility-for skilled care only	85% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments (other than a Physician's office)	85% after deductible	60% after deductible
Durable Medical Equipment	85% after deductible	60% after deductible
Home Healthcare	85% after deductible	60% after deductible
Hospice	85% after deductible	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health Services and Substance Abuse Services	85% after deductible	60% after deductible
Mental Health and Substance Abuse Physician's Office Visit ⁶	\$20 Copay; then 100%	60% after deductible
Outpatient Mental Health and Substance Abuse Services	85% after deductible	60% after deductible

Note: Non-Contracting Hospitals, Freestanding Ambulatory Surgical Facilities, Skilled Nursing Facilities, Home Health Care and Hospice Providers will pay the same as Non-Network.

Benefits will be determined based on plan administrator provider's medical and administrative policies and procedures.

This document is only a partial listing of benefits (a summary only). This is not a contract of insurance. No person other than an officer of plan administrator provider may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the provider's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or plan administrator's negotiated rate with the provider.

These network providers have a contractual arrangement to accept the traditional payments as payment in full, less any applicable deductibles and co payments. Thus, by utilizing network providers, you avoid the potential for being billed for amounts in excess of your deductibles and copayments.

¹Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

²Services requiring a copayment are not subject to the individual/family deductible.

³Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

⁴The office visit copay applies to the cost of the office visit only.

⁵Copay waived if admitted. The copay applies to room charges only. All other charges are not subject to deductible.

⁶List of PCP's, General Practice, Family Medicine, Internal Medicine, OBGYN, Pediatrics/Neonatology, Certified Nurse Practitioner, Physician's Assistant, Psychiatrist, Geriatric Psychiatrist, Child and Adolescent Psychiatrist, Addiction Psychiatrist, Psychologist, Licensed Independent Social Worker, Licensed Professional Clinical Counselor, and Licensed Marriage-Family Therapist.

Appendix II

Summary of Prescription Benefit Plan Bowling Green State University

Your prescription drug benefit coverage is bundled with your medical plan option and provides the same coverage regardless of the Medical Plan option you elect. The prescription plan is as follows:

Drug Status	Your Co-Pay or Co-Insurance when filling your script at Retail Network Pharmacy	Your Co-Pay or Co-Insurance when filling your script at Home Delivery
Tier One: Generic	\$6 (per script, per fill up to a 30-day supply)	\$12 (per script, per fill up to a 90-day supply)
Tier Two: Brand Name Drugs on the Preferred Drug List/Formulary List	20% (per script, per fill up to a 30- day supply). Maximum per script, per fill of \$100	20% (per script, per fill up to a 90-day supply). Maximum per script, per fill of \$300
Tier Three: Brand Name Drugs not on the Preferred Drug List/Non-Formulary List	40% (per script, per fill up to a 30- day supply). Maximum per script, per fill of \$125	40% per script, per fill up to a 90-day supply). Maximum per script, per fill of \$375
Tier Four: Misc. Or Lifestyle Drugs (such as Viagra-like, birth control** and infertility drugs)	100% of the discounted amount through Network Pharmacy (up to a 30-day supply per script)	Not available in the Home Delivery Program
Any drugs filled at a Non-network Retail Pharmacy	See "Utilizing a Non-Network Retail Pharmacy"	

** Birth control drugs/devices will be covered in accordance with law.

Preferred Drug List/Formulary

The Prescription Benefit Manager's (PBM) Preferred Drug List of brand-name drugs changes based on changes occurring in the prescription drug industry (e.g., brand-name drugs going to generic, brands going over the counter, therapeutic review). Instead of being updated quarterly, the PBM's brand name drug list is updated semiannually.

What are "preferred" and "non-preferred" medications?

- **Preferred** (or formulary) medications are on the preferred drug list/formulary and you have a lower co-insurance than for non-preferred medications. This list of drugs is determined based on the advice of pharmacists and a group of independent doctors. Your preferred list/formulary will be included in the "Welcome Packet" you receive in December from the plan administrator.
- **Non-preferred** (or non-formulary) medications are not on your list of preferred drugs and your co-insurance is higher.

We encourage you to take the Preferred Drug List with you to your physician to discuss your prescription choices.

If you are taking a brand-name drug that is not listed on the Preferred Drug List, talk with your physician to determine if a generic is available or a preferred list brand-name drug is an appropriate alternative to your current drug. There may not always be an alternative drug available, or your physician may decide that you should stay on your current drug for medical reasons.

Network Retail Pharmacies

If you are currently going to a non-network retail pharmacy, locate and go to a participating network retail pharmacy and tell the pharmacist what pharmacy has your prescription on file. The pharmacist at the network pharmacy will contact the non-network pharmacy and request the transfer to the participating retail pharmacy for you.

Appendix III

Summary of Dental Plan Benefits

Bowling Green State University

This Summary of Dental Plan benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and the plan administrator's allowance for each service. The plan administrator's allowance may vary by the dentist's network participation. PLEASE NOTE: If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount the plan administrator allows and the amount the Nonparticipating Dentist charges, in addition to any Copay or Deductible.

Benefit Year – January 1 through December 31

COVERED SERVICES	Network Plan Pays	Non Network Plan Pays*
Class I Benefits-Diagnostic & Preventative		
Diagnostic and Preventative Services -includes exams, cleanings, fluoride, and space maintainers	100%	100%
Emergency Palliative Treatment -to temporarily relieve pain	100%	100%
Sealants -to prevent decay of permanent teeth	100%	100%
Radiographs -X-rays	100%	100%
Periodontal Maintenance -Cleanings by a specialist	100%	100%
Class II Benefits-Basic Services		
Minor Restorative Services -fillings and crown repair	80%	80%
Endodontic Services -root canals	80%	80%
Periodontic Services -to treat gum disease	80%	80%
Oral Surgery Services -extractions and dental surgery	80%	80%
Other Basic Services -misc. services	80%	80%
Relines and Repairs -to bridges and dentures	80%	80%
Class III Benefits-Major Services		
Major Restorative Services -crowns	50%	50%
Prosthetic Services -includes bridges, implants and dentures	50%	50%
Class IV Benefits-Orthodontic Services		
Orthodontic Services -includes braces	100%	100%
Orthodontic Age Limit -	Up to age 19	Up to age 19

*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what you dentist charges, which means that you will be responsible for the difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleaning) are payable twice per calendar year.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Sealants are payable once per tooth per three-year period for the occlusal surface of first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations.
- Implants and implant related services are payable once per tooth in any five-year period.
- Removal of benign nonodontogenic cyst or tumor, vestibuloplasty, and incision and drainage are Covered Services.
- Bitewing X-rays are payable once per calendar year and full mount X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Inlays are Covered Services
- Porcelain crowns are optional treatment on posterior teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleaning) or fluoride treatment. The patient should talk with his or her dentist about treatment

Having dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world. You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our information sheet.

Maximum Payment – \$1,500 per person total per calendar year on Class I, Class II, and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible dependent child to age 19.

Deductible – \$50 deductible per person total per benefit year. The deductible does not apply to diagnostic and preventive services, emergency palliative treatment, x-rays, sealants, periodontal maintenance, and orthodontic services.

Waiting Period – Bargaining Unit Faculty Members who are eligible and elect coverage for dental benefits are covered on the first day of the month following date of hire.

Eligible People – Eligible Bargaining Unit Faculty Members who choose the dental plan and COBRA enrollees.

Also eligible at your option are your legal spouse or same-sex domestic partner, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 and eligible as long as they are full-time students.

If you and your spouse/same-sex domestic partner are both eligible for coverage under this plan, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. There will not be coordination of benefits if you and your spouse are both covered under the BGSU Dental Plan.

Benefits will cease at the end of the month the Bargaining Unit Faculty Member becomes ineligible.

Appendix IV

Vision Plan Summary Employee Purchased Bowling Green State University

Benefits described below are based on using the vendor's network of doctors. The vendor can guarantee coverage from their doctors only.

Benefit	Description	Copay	Frequency
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every calendar year
Prescription Glasses		\$25	See frame and lenses
Frame	<ul style="list-style-type: none"> Allowance for a wide selection of frames 20% off amount over your allowance 	Included in Prescription Glasses	Every other calendar year
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every calendar year
Lens Options	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average 35-40% off other lens options 	\$50 \$80 - \$90 \$120 - \$160	Every calendar year
Contacts (Instead of glasses)	<ul style="list-style-type: none"> \$130 allowance for contacts and contact lens exam (fitting and evaluation) 15% off contact lens exam (fitting and evaluation) 	\$0	Every calendar year
Diabetic Eyecare Program	<ul style="list-style-type: none"> Services related to type 1 diabetes. Limitations and coordination with medical coverage may apply. 	Applicable	As needed
**Your Coverage with Non Vendor Providers may result in higher Co-pays and additional charges			

Appendix V

Highlight of Basic Life and LTD

Bargaining Unit Faculty Members have two options to choose from for life insurance benefits, which include basic life insurance and long-term disability coverage. They are noted below.

Choice	Life Benefit	LTD Benefit*	Paid by
A	2.5 times basic annual earnings, not to exceed \$150,000	60% of your monthly salary, not to exceed \$5,000 a month	Jointly paid by BGSU and the Bargaining Unit Faculty Member - see Choice A premiums
B	Basic \$50,000 coverage	60% of your monthly salary, not to exceed \$2,000 a month	Paid by BGSU

* Eligible after one year of full-time employment

Choice A premiums paid by BGSU and by the Bargaining Unit Faculty Member are as follows:

Employee Annual Salary	BGSU Annual Contribution	Employee Contribution – 12 pays	Employee Contribution – 9 pays
\$0 - \$20,000	\$84.00	\$0	\$0
\$20,001 - \$25,000	\$53.00	\$6.54	\$8.72
\$25,001 - \$30,000	\$68.00	\$8.43	\$11.24
\$30,001 - \$35,000	\$86.00	\$10.65	\$14.20
\$35,001 - \$40,000	\$91.00	\$11.36	\$15.15
\$40,001 - \$50,000	\$108.00	\$13.48	\$17.97
Greater than \$50,001	\$108.00	\$20.39	\$27.19

Appendix VI

Summary of Optional Life Insurance Rates

Effective January 1, 2012 through December 31, 2014, the optional life insurance rates are as follows:

Age	Rate/\$1,000/month
<25	\$0.050
25-29	\$0.059
30-34	\$0.079
35-39	\$0.088
40-44	\$0.099
45-49	\$0.149
50-54	\$0.228
55-59	\$0.427
60-64	\$0.653
65-69	\$1.258
70+	\$2.043

Dependent Life Insurance Rates

\$24.00 Annually

Appendix VII

FEE WAIVER POLICY

Bargaining Unit Faculty Member Fee Waiver Policy

INTRODUCTION:

It is the policy of the University to support and promote the education of Bargaining Unit Faculty Members. The Bargaining Unit Faculty Member's first obligation is to fulfill his/her job obligations; however, reasonable access to University coursework shall be given as approved by the Bargaining Unit Faculty Member's Department Chair/School Director.

POLICY:

I. Full-Time Bargaining Unit Faculty Member

- A. Eligibility.** For the purposes of this policy, a Bargaining Unit Faculty Member is defined in Article 2 (Recognition). Bargaining Unit Faculty Members are eligible to utilize the fee waiver the first semester following the full-time date of hire.
- B. Benefit.** Bargaining Unit Faculty Members may enroll for up to eight credit hours per term, but no more than 16 per academic year (summer, fall, spring). Courses may be completed either on an audit or grade basis. The fee waiver will waive the instructional and general fees only. The fee waiver applies to courses that are eligible for credit hour(s) and/or for hours earned only.
- C. Procedure.**
1. The Bargaining Unit Faculty Member must complete the Employee Fee Waiver Application, which is located on the Office of Human Resources' website.
 2. The Bargaining Unit Faculty Member completes his/her portion of the application and gives it to his/her Chair/Director for approval. The Chair/Director will certify that the Bargaining Unit Faculty Member's course enrollment will not interfere with the discharge of duties as a University Bargaining Unit Faculty Member. In order to avoid interruptions on the job, Bargaining Unit Faculty Members should, whenever possible, register for courses outside their regular work schedule. When this is not applicable Bargaining Unit Faculty Members may, with the approval of their Chair/Director, enroll in a course during the regular work day. All time away from work to attend the course must be made up within that work week, either by using a flexible work schedule or appropriate paid leaves, exclusive of sick leave.
 3. Unpaid leave is not available for this policy.
 4. The Bargaining Unit Faculty Member or his/her Chair/Director then forwards the application to the Office of Human Resources for processing. An Employee Fee Waiver Application must be completed for every semester in which the Bargaining Unit Faculty Member is registered for courses.

5. An incomplete Employee Fee Waiver Application will not be processed by the Office of Human Resources. It will be returned to the Bargaining Unit Faculty Member for completion.
6. To avoid late fees, the Employee Fee Waiver Application should be received by the Office of Human Resources at least eight weeks prior to the commencement of the academic semester.
7. The Employee Fee Waiver Application must be received by the Office of Human Resources on or before the last day of the semester to which the application pertains. OHR will not process retroactive applications for previous semesters.
8. The Bargaining Unit Faculty Member enrolls in coursework through the Office of Registration and Records.
9. The Bargaining Unit Faculty Member's enrollment will not prevent a regularly registered student from attending the course.
10. *A Bargaining Unit Faculty Member may not receive fee waiver benefits as both a Bargaining Unit Faculty Member and as a dependent in any academic year.*

D. Responsibility for Fees

1. Bargaining Unit Faculty Members are responsible for all fees except the Instructional and General Fees.
2. Bargaining Unit Faculty Members are responsible for all applicable fees that are incurred as a result of adding and/or dropping courses, regardless of the reason.
3. Bargaining Unit Faculty Members are responsible for all fees for registration over eight credit hours per semester, or 16 credit hours per academic year (summer, fall, spring), in accordance with this policy.

E. Payroll Taxes

1. Undergraduate fee waiver benefits are not subject to taxation.
2. Graduate-level fee waiver benefits that do not exceed \$5,250 in a calendar year are not subject to taxation (the amount exempted from taxation was current at the time this document was written; however, Bargaining Unit Faculty Members should refer to IRS Publication 970 for the most current information on the taxability of employer-provided educational assistance).
3. If a Bargaining Unit Faculty Member's graduate-level fee waiver benefits exceed \$5,250 in a calendar year, the amount over \$5,250 is subject to taxation. The Office of Payroll Accounting will attempt to spread the taxable amount over a range of paychecks to minimize the tax impact.

F. Reciprocity with University of Toledo

1. An agreement exists between BGSU and the University of Toledo-Main Campus and Health Sciences Campus, whereby Bargaining Unit Faculty Members of one University may enroll in courses at the other University. This arrangement covers Bargaining Unit Faculty Members only and does not include waivers for dependents. The instructional and general fees are waived when the following conditions apply:

- a) The Bargaining Unit Faculty Member must be properly admitted as an undergraduate or graduate student at the University of Toledo before registering for courses.
 - b) The fee waiver applies to courses that are eligible for credit hour(s) only.
 - c) Courses that are not covered at the University of Toledo through the reciprocity agreement are any courses in the Med School MD track.
2. *A Bargaining Unit Faculty Member is eligible for the maximum number of credit hours allowed pursuant to this policy. In other words, a Bargaining Unit Faculty Member cannot utilize 16 credit hours at both BGSU and the University of Toledo.*
3. BGSU Bargaining Unit Faculty Members must contact the Office of Human Resources to prepare a fee waiver for courses at the University of Toledo. It is the Bargaining Unit Faculty Member's responsibility to make arrangements for the fee waiver to reach the appropriate office at the University of Toledo.

Dependent Fee Waiver Policy

INTRODUCTION:

It is the policy of the University to support and promote the education of dependents of its Bargaining Unit Faculty Members.

POLICY:

I. Bargaining Unit Faculty Members' Dependents

- A. Eligibility.** For the purposes of this policy, Bargaining Unit Faculty Member is defined in **Article 2 (Recognition)**.
- B. Benefit.** Dependents of Bargaining Unit Faculty Members are eligible for a fee waiver that waives instructional fees only. The benefit is for up to 18 credits per semester (fall, spring, summer). Dependents are eligible to utilize this benefit the first semester following the Bargaining Unit Faculty Member's full-time date of hire. Dependents may either complete a course on an audit or grade basis. The fee waiver applies to courses that are eligible for credit hour(s) only at BGSU. As long as a dependent child is being claimed as a tax dependent (pursuant to the guidelines of Section 151 of the IRS), he/she may continue to utilize the fee waiver through the end of the calendar year the dependent child turns age 24.
- C. Definition of Eligible Dependent.** Eligible dependents include the Bargaining Unit Faculty Member's cohabitant spouse or same-sex domestic partner and dependent child(ren). A dependent child is defined as unmarried, a biological child, a stepchild, a legally adopted child, and/or a child for whom either the Bargaining Unit Faculty Member or the Bargaining Unit Faculty Member's spouse or same-sex domestic partner is the legal guardian or custodian.
- D. Procedure.**
1. The Bargaining Unit Faculty Member must complete the Dependent Fee Waiver Application, which is located on the Office of Human Resource's website.
 2. The Bargaining Unit Faculty Member must complete his/her portion of the application and gives it to his/her Chair/Director for approval. The Bargaining Unit Faculty Member or his/her Chair/Director then forwards the application to the Office of Human Resources for processing. A Dependent Fee Waiver Application must be completed for every semester in which the dependent is registered for courses.
 3. An incomplete Dependent Fee Waiver Application will not be processed by the Office of Human Resources. It will be returned to the Bargaining Unit Faculty Member for completion.
 4. To avoid late fees, the Dependent Fee Waiver Application should be received by the Office of Human Resources at least eight weeks prior to the commencement of the academic semester.

5. The Dependent Fee Waiver Application must be received by the Office of Human Resources on or before the last day of the semester for which the waiver is to be applied. OHR will not process retroactive applications for previous semesters.
6. The dependent enrolls in coursework through the Office of Registration and Records.
7. *A dependent may not receive fee waiver benefits as both a Bargaining Unit Faculty Member and as a dependent in any academic year.*

E. Responsibility for Fees

1. A dependent is responsible for all fees except the Instructional Fees.
2. A dependent is responsible for all applicable fees that are incurred as a result of adding and/or dropping courses, regardless of the reason.

F. Payroll Taxes

1. Undergraduate fee waiver benefits are not subject to taxation.
2. Graduate-level dependent fee waiver benefits are subject to taxation to the Bargaining Unit Faculty Member (the amount exempted from taxation was current at the time this document was written; however, you should refer to IRS Publication 970 for the most current information on the taxability of employer-provided educational assistance). The Office of Payroll Accounting will attempt to spread the taxable amount over a range of paychecks to minimize the tax impact.

G. Reciprocity with University of Toledo

There is no reciprocity benefit for dependents.

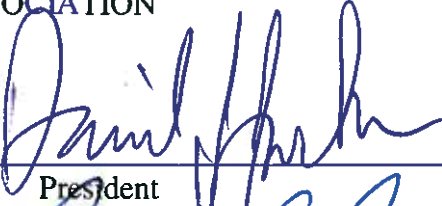
II. Widow/Widower or Child of a Deceased Bargaining Unit Faculty Member

- A. Eligibility.** The widow/widower or child of a deceased Bargaining Unit Faculty Member (deceased while actively employed at BGSU) is eligible to receive fee waiver benefit. The dependent(s) must be the dependents of the Bargaining Unit Faculty Member at the time of death. The spouse/same-sex domestic partner of a deceased Bargaining Unit Faculty Member is eligible for fee waiver benefits until such time he/she remarries or re-partners.
- B. Benefit.** The widow/widower/same-sex domestic partner or child of a deceased Bargaining Unit Faculty Member may enroll as a full-time or part-time student without payment of the instructional fees. The student may attend classes at main campus or at any branch campus or center.
- C. Procedure.** Refer to Section I (D).


BOWLING GREEN STATE UNIVERSITY

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS, BOWLING
GREEN STATE UNIVERSITY FACULTY
ASSOCIATION

By 
Chair, Board of Trustees

By 
President

By 
President

By 
Chief Negotiator

By 
Chief Negotiator

By 
Member, Negotiating Team

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Member, Negotiating Team

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PREAMBLE TO JUST CAUSE DOCUMENT

The Parties have jointly prepared the attached document to provide a general understanding to their constituencies regarding the principles involved in the phrase “just cause.” The attached document is not meant to be a complete or comprehensive explanation of what “just cause” means. The Parties will not introduce the attachment in any arbitration. Ultimately, how that phrase is applied to the particular facts and circumstances of a specific arbitration will be determined by a third party neutral arbitrator.

“JUST CAUSE”

“Just cause” is an evolving concept of fairness that is applied to disciplinary actions taken against employees. “Just cause” includes elements of procedural due process, such as ensuring that the employee is informed with reasonable precision of the offense with which s/he is being charged and is given the opportunity to defend his/her behavior. “Just cause” also sets standards for measuring the appropriateness of the discipline. In this regard, the Ohio Supreme Court has explained: “the contractual right of the employer to discipline and discharge employees for ‘just cause’ requires the arbitrators to make two determinations in considering cases: (1) whether a cause for discipline exists and (2) whether the amount of discipline was proper under the circumstances.” *Miami Twp. v. Fraternal Order of Police* (1998), 81 Ohio St.3d 269, 271-272, 690.

The “seven tests” enunciated by Arbitrator Carroll Daugherty in his seminal decision, *Grief Bros. Cooperage Corp.*, 42 LA 555, (Daugherty 1964) has long been recognized as setting forth the basic framework of “just cause.” Under the “seven tests” analysis, an answer of “no” to any of the following questions signifies that “just cause” does not exist.

1. Did the Employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct? Arbitrator Daugherty noted that a finding of lack of such communication does not always indicate a lack of “just cause” because certain offenses such as insubordination, coming to work intoxicated and theft are so serious that any employee may properly be expected to know already that such conduct is offensive and heavily punishable.
2. Was the Employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the Employer’s business?
3. Did the Employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. Was the Employer's investigation conducted fairly and objectively? Arbitrator Daugherty noted that the Employer's investigation must normally be made before its disciplinary decision is made. If the Employer fails to do so, its failure may not normally be excused on the ground that the employee will get his day in court through the grievance procedure after the exaction of discipline. There may of course be circumstances under which management must react immediately to the employee's behavior. In such cases the normally proper action is to suspend the employee pending investigation, with the understanding that (a) the final disciplinary decision will be made after the investigation and (b) if the employee is found innocent after the investigation, she will be restored to his job with full pay for time lost.
5. At the investigation did the "Judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the employer?

"Just cause" further means that the factual information considered in a disciplinary case must be relevant to that case.

July 9, 2013

MEMORANDUM OF UNDERSTANDING

WHEREAS, the University and the BGSU-FA have entered into a Collective Bargaining Agreement effective May 1, 2013;

WHEREAS, Section 1.1 of Article 14 of the Collective Bargaining Agreement (“Reappointment, Tenure and Promotion”) states in pertinent part, “Bargaining Unit Faculty Members will be affiliated with, and appointed to, at least one academic unit (department, school, or instructional support unit) within the University. (See Attachment #2 – Memorandum of Understanding Regarding Unassigned NTTF)”;

WHEREAS, Section 1.2 of Article 14 states, “For each Bargaining Unit Faculty Member, affiliation will be based upon the faculty member’s area of expertise/field of study as defined by their academic credentials, best practices and standards in their workforce profession, initial contract duties, and subsequent history of BGSU employment”;

WHEREAS, there are currently three (3) non-tenure track Bargaining Unit Faculty Members who, for the 2012-2013 academic year, were not affiliated with and appointed to at least one academic unit (department, school, or instructional unit) within the University;

WHEREAS, , the University and the BGSU-FA agreed that those non-tenure track Bargaining Unit Faculty Members not assigned to an academic department/school at the time the parties reached agreement on the terms of their collective bargaining agreement would be so assigned by the University as soon as practicable; and

WHEREAS, the University has so assigned the three non-tenure track Bargaining Unit Faculty Members;

NOW, THEREFORE, the University and the BGSU-FA agree as follows:

1. All non-tenure track Bargaining Unit Faculty Members who were not affiliated with an academic unit at the time the parties reached agreement on the terms of a collective bargaining agreement have been so assigned by the University and are identified in Exhibit A, attached to this Memorandum, including the assignment to their respective academic departments/schools.
2. Pursuant to Article 14, section 1.1, this Memorandum will be attached to and made a part of the Collective Bargaining Agreement.

July 9, 2013

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding Regarding Unassigned NTTF to be made effective this 11th day of July, 2013.

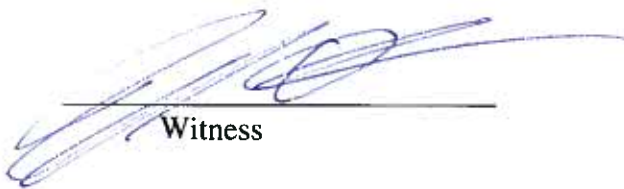


Witness

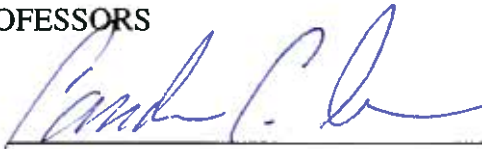
BOWLING GREEN STATE UNIVERSITY

By: 

BOWLING GREEN STATE UNIVERSITY
FACULTY ASSOCIATION – AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS



Witness

By: 

July 9, 2013

EXHIBIT A

Bargaining Unit Faculty Member Assignments to Academic Units

The following Bargaining Unit Faculty Members who were not assigned by the University to a particular academic department/school at the time the parties' collective bargaining agreement was negotiated, have been assigned by the University to the following academic departments/schools:

Bargaining Unit Faculty Member

Academic Department/School

1. William Diehl

1. Department of English

2. Sherona Garrett-Ruffin

2. Department of Psychology

3. Joel O'Dorisio

3. School of Art