


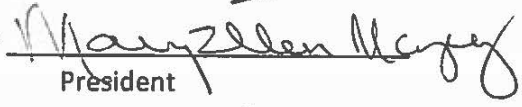
**BOWLING GREEN STATE UNIVERSITY**  
**and**  
**BOWLING GREEN STATE UNIVERSITY FACULTY ASSOCIATION –**  
**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

**COLLECTIVE BARGAINING AGREEMENT**

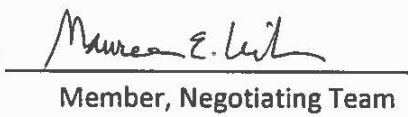
**Effective: July 1, 2016 through June 30, 2019**

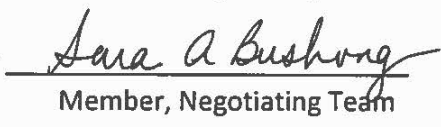
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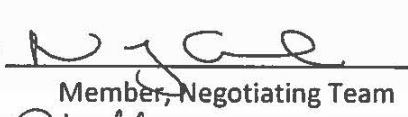
By   
Chair, Board of Trustees


By   
President

By   
Chief Negotiator

By   
Member, Negotiating Team

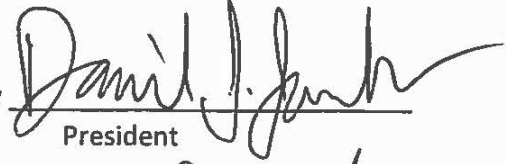
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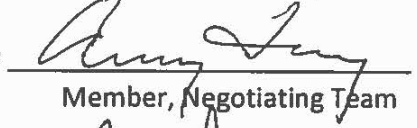
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Member, Negotiating Team

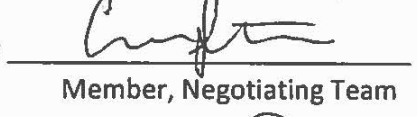
AMERICAN ASSOCIATION OF UNIVERSITY  
PROFESSORS, BOWLING GREEN STATE  
UNIVERSITY FACULTY ASSOCIATION


By   
President


By   
Chief Negotiator

By   
Member, Negotiating Team

By   
Member, Negotiating Team

By   
Member, Negotiating Team

By   
Member, Negotiating Team

By   
Member, Negotiating Team

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## **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/school 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.
4. Faculty Administrators on administrative leave and scheduled to return from leave to a faculty administrator appointment shall continue to be regarded as Faculty Administrators and not Bargaining Unit Faculty Members.
5. Faculty Administrators on administrative leave and scheduled to return to a faculty appointment at the end of the leave shall be regarded as BUFMs at the beginning of their leave.

## 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.
3. 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:
  - 3.1. 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;
  - 3.2. Direct, supervise, evaluate, or hire employees;
  - 3.3. Maintain and improve the efficiency and effectiveness of governmental operations;
  - 3.4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
  - 3.5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  - 3.6. Determine the adequacy of the work force;
  - 3.7. Determine the overall mission of the employer as a unit of government;
  - 3.8. Effectively manage the work force; and
  - 3.9. 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 shall provide the BGSU-FA with a complete list of all Bargaining Unit Faculty Members, including name, email address, telephone number, office address, academic department/school, 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, email address, telephone number, office address, academic department, rank, tenure status, and base salary where new or changed, shall 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 shall provide to the BGSU-FA requested lists or tables in their original electronic format.
  - 1.4. BGSU-FA shall 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 shall 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 shall 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 BUFMs 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 shall 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 BUFM 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 shall grant, the BGSU-FA, for the three (3) year term of this collective bargaining agreement, eighteen (18) course releases of at least three (3) credit hours for the purposes of release time to administer the BGSU-FA. The BGSU-FA shall determine when and to whom the course releases are to be allocated, provided, however, that no BUFM shall receive more than one (1) course release per semester pursuant to this

Section. In addition, the BGSU-FA shall have the right to purchase additional course releases with a maximum number of six (6) course releases per year for the purposes of release time to support the administration of the BGSU-FA. Purchased course releases allocated to members of the negotiating team for the purposes of bargaining shall be charged at the rate of \$3,000 per course release. Other purchased course releases shall be charged at the overload rate. For the purchased course releases charged at the overload rate, the University shall make every effort to grant each of the requests. In the event that the University has reason to deny any of the requests, the Office of the Provost shall notify the BGSU-FA of the fact and the reasons therefore. The BGSU-FA must notify the Provost and the Dean of the college of the BUFMs 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 shall be used.

6. Distribution of the Collective Bargaining Agreement

A link to a searchable electronic copy of the bargaining agreement shall be distributed by the BGSU-FA to each BUFM at the beginning of every fall and spring semester. A search for the term “Collective Bargaining Agreement” on the BGSU website shall direct those interested to a permanent electronic copy of the bargaining agreement as well as any updates to the agreement.

## 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/librarian effectiveness, learning, scholarly/creative activity, 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 shall 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/librarian effectiveness, scholarly/creative activity, and advising.
  - 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 shall reimburse BUFMs 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 BUFM to conduct university business in a location other than his or her primary work site.

3. The University shall 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 BUFM to perform the essential functions of his or her job, and if there is no readily available substitute classroom or workspace, a BUFM may without penalty cancel the class that meets in that space, or may without penalty vacate the workspace. If a BUFM 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 Chair/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 shall 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 BUFMs or that would in any way interrupt or interfere with the operations or programs of the University. Such prohibited actions include any violations of Ohio Revised Code §4117.14(D)(2), §4117.01(H), and §4117.01(I).
3. Any BUFM 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 BUFMs during the term of this Agreement.
5. The BGSU-FA shall inform all BUFMs concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform BUFMs that the BGSU-FA disapproves of any action that violates this Article.
6. Neither the BGSU-FA nor any BUFMs 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 BUFGM because of membership in or activity on behalf of the BGSU-FA.
3. The University and BGSU-FA shall not tolerate any form of harassment based on sex, race, or any other category listed in Section 1.
4. Any BUFGM charged with discrimination or harassment by the University is entitled to due process through the discipline procedure (Article 12).
5. Any BUFGM 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 (OED) may seek relief through procedures and policies implemented by the OED before seeking relief through (and without waiving the right to file) a grievance under the terms of this Agreement. The time from the date of initiation of the OED process until its completion shall not be counted in calculating the timelines set forth in Article 13. Nothing in this Article shall preclude any BUFGM 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.
6. During the term of this Agreement, both Parties agree to make the language of this collective bargaining agreement gender neutral.

## **ARTICLE 8**

### **AFFIRMATIVE ACTION**

1. 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.
2. 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, assuring an environment in which productive work and learning may thrive for all members of the academic community.
- 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 BUFM’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.

Each BUFM 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. BUFMs 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/school, or program approved curricula. Faculty must state clearly the objectives of the courses or subjects taught, provide constructive



and timely feedback, and make an effort to ensure the curricular 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.

- 2.2. BUFGMs are entitled to freedom in scholarly/creative activities, and in the dissemination of results. Faculty are expected to adhere to professional ethics and standards in the foregoing, and to understand and follow the conventions used by their discipline for representing scholarly or creative work. They should represent their contributions in the areas of teaching/librarian effectiveness, scholarly/creative activity, and service in an accurate fashion, and refrain from deliberate distortion or misrepresentation. Scholarly/creative activity for pecuniary return shall be based on an understanding with the authorities of the University.
- 2.3. BUFGMs, 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. 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. In particular, they shall not deliberately distort or misrepresent the contributions of others to scholarly and creative works, nor shall they commit plagiarism in any work or professional document presented as their own. Moreover, when evaluating the work of others, faculty shall strive to be objective and unbiased even when that work may represent views other than their own. Although BUFGMs may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- 2.4. BUFGMs, 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. At the same time, faculty are expected to be familiar with and abide by relevant university policies, which can be found at the BGSU General Counsel's website (see for example policy sections on governance, equity/diversity, and research and economic development).
- 2.5. 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, websites, and social media.
- 2.6. As teachers, BUFGMs shall encourage the free pursuit of learning in their students. BUFGMs shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and mentors. BUFGMs shall provide each student access to a course syllabus in each course taught on or before the first day of class (the first day of classes for online courses). At a minimum, syllabi should include (a) a clear statement on course expectations; (b) the schedule and methods of assessment; (c) indicators of support for student success (e.g., office hours, identification of support services such as the Learning Commons); and (d) pedagogical efforts that engage students in the learning process. The University's

technology or course (learning) management system should be used in all courses to provide at least a minimum of consistent communication and support for students (e.g., faculty contact information, list of office hours, posting of course syllabus, communicating with students regarding class cancellations or change of location). BUFMs 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.

- 2.7. BUFMs shall be respectful toward all members of the university community and are prohibited from any oral, written, or physical actions that: (a) have the purpose or effect of unreasonably interfering with an individual's employment or professional performance; and/or (b) have the purpose or effect of creating an intimidating, hostile, offensive, or abusive climate for an individual's employment, academic pursuits, living environment, or participation in a University activity.
- 2.8. BUFMs are citizens, members of a learned profession, and members of an educational institution. BUFMs 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. However, as scholars and educational professionals, their position in the community may impose special obligations. They should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times strive to 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.
- 2.9. BUFMs who have been demonstrably shown to fail to uphold their responsibilities as described in this article may be subject to the disciplinary process and actions detailed in Article 12, but not without due process.

### 3. Safeguards of Academic Freedom

Where the University receives a Public Records Request (PRR) for information or documents authored by a BUFM identified in the PRR, 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 BUFM 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 scholarship 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 shall 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.
  - 1.5. The University and the BGSU-FA shall establish a standing Labor-Management Committee to address issues as they arise and/or work proactively on issues of mutual interest. Members of the Labor-Management Committee shall include (a) the Vice President for Faculty Affairs and Strategic Initiatives and two additional members appointed by the University and (b) the BGSU-FA Contract Administrator and Grievance Officer and two additional members appointed by the BGSU-FA. The Labor-Management Committee shall be co-chaired by the Vice President for Faculty Affairs and Strategic Initiatives and the BGSU-FA Contract Administrator and Grievance Officer, who shall jointly establish agendas and set meeting times as needed. The Labor-Management Committee shall make non-binding recommendations to the Provost and President of the BGSU-FA.
2. Faculty Participation in University Governance
  - 2.1. The University and the BGSU-FA agree that in those areas affecting BUFMs 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 BUFMs shall exercise shared governance. The Faculty Senate and the BUFMs shall continue in their traditional roles regarding the academic affairs of the University, including such fundamental areas as: (a) curriculum, (b) subject matter and methods of instruction, (c) BUFMs' scholarly/creative activity, (d) governance of undergraduate colleges, the Graduate College, libraries, departments/schools, (e)

- organizational structure, and (f) BUFMs' participation in standing committees and councils.
- 2.2. There shall be a formal advising role for BUFMs in the selection of the President, and in the periodic evaluation of the President.
  - 2.3. There shall be a formal advising role for BUFMs in the selection of the Provost, and in the periodic evaluation of the Provost.
3. Faculty Participation in the Selection, Appointment, Evaluation, Reappointment, and Extraordinary Review of Deans of Undergraduate Colleges, Dean of University Libraries, Dean of the Graduate College, and Dean of the Honors College
- 3.1. BUFMs shall participate in the selection of Deans of Undergraduate Colleges, Dean of University Libraries, Dean of the Graduate College, and Dean of the Honors College. A majority of the members of the screening committees shall be representatives elected from the BUFMs from the appropriate college (or University Libraries, where applicable). It is desirable that those elected shall be representative of the overall makeup of the BUFMs of the collegiate unit (e.g., rank, tenure track status, discipline, and diversity in support of Article 8). The recommendations of the screening committee shall be transmitted in writing to the Provost and to the President.
  - 3.2. Annual evaluations and reappointment reviews provide BUFMs with an open and inclusive process to provide constructive feedback. They also provide an opportunity for Deans to engage in self-evaluation.
    - 3.2.1. BUFMs shall participate in an annual evaluation and a cumulative reappointment review in the last year of an appointed term (in lieu of the annual evaluation) of Deans of Undergraduate Colleges, Dean of University Libraries, Dean of the Graduate College, and Dean of the Honors College. This review shall be coordinated by the college committee responsible for evaluating the Dean. The committee shall have majority representation from the appropriate BUFMs. It is desirable that those elected shall be representative of the overall makeup of the BUFMs of the collegiate unit (e.g., rank, tenure track status, discipline, and diversity in support of Article 8).
    - 3.2.2. Each BUFM of the department/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.
    - 3.2.3. The recommendations of the evaluation committee shall be transmitted in writing to the Provost, with a summary of the evaluation shared with the BUFMs. After each annual evaluation and cumulative reappointment review, the Provost shall inform the faculty about the outcome of the evaluation.

- 3.3. By majority vote of the college committee responsible for evaluating the Dean and with the approval of the Provost, an extraordinary review may be conducted outside the regular cycle of evaluations noted above, using the same evaluation process. The Provost's decision not to approve an extraordinary review may not be grieved.
4. Faculty Participation in the Selection, Appointment, Evaluation, Reappointment, and Extraordinary Review of Chairs/Directors
  - 4.1. The faculty of an academic department/school shall be defined as all those members of the University faculty who are employed in that department/school.
  - 4.2. BUFMs shall participate in the selection of Chairs/Directors through a screening committee. A majority of the members of the screening committee shall be representatives elected from the BUFMs from the department/school. It is desirable that those elected shall be representative of the overall makeup of the academic unit faculty (e.g., rank, tenure track status, discipline, and diversity in support of Article 8).
    - 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.
  - 4.3. BUFMs shall participate in an annual evaluation and a cumulative reappointment review in the last year of an appointed term (in lieu of the annual evaluation) of the Chair/Director. This review shall be coordinated by the unit committee responsible for evaluating the Chair/Director. The committee shall have majority representation from the appropriate BUFMs. It is desirable that those elected shall be representative of the overall makeup of the academic unit faculty (e.g., rank, tenure track status, discipline, and diversity in support of Article 8). Annual evaluations and reappointment reviews provide BUFMs with an open and inclusive process to give constructive feedback. They also provide an opportunity for Chairs/Directors to engage in self-evaluation.
    - 4.3.1. Each BUFM of the department/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, with a summary of the evaluation shared with the BUFMs of the department/school. After each annual evaluation, the Dean shall inform the department/school faculty about the outcome of the evaluation.
  - 4.4. By majority vote of the unit committee responsible for evaluating the Chair/Director and with the approval of the Provost, an extraordinary review may be conducted outside the regular cycle of evaluations noted above, using the same

evaluation process. The Provost's decision not to approve an extraordinary review may not be grieved.

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:  
(a) an action by the Faculty Senate that violates this Agreement; or (b) 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 BUFM has developed a serious health issue 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 BUFM; the placement of a child for adoption or foster care with the probationary BUFM; the care of an immediate family member (defined as the spouse, same- sex domestic partner, child, or parent of the BUFM) 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 BUFM 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 BUFM for the purpose of extending the probationary period, including instances caused by extraordinary professional circumstances caused by external factors out of the BUFM's control.
2. Principles
  - 2.1. The extension of the probationary period for a BUFM has no bearing on the tenure decision other than in its timing. Expectations for tenure and promotion for a probationary BUFM granted an extension remain the same as expectations for a probationary BUFM evaluated within the standard probationary period. Any scholarly activity accomplished by the probationary BUFM during the sanctioned extension shall be fully considered in the ensuing tenure review process.
  - 2.2. Extending a BUFM'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 BUFM 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. In instances other than in Section 3.4, 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 BUFM to his or her Dean, with concurrent notification to his or her respective Chair/Director. The Dean shall consult with the faculty member's Chair/Director to discuss the request and then forward his or her recommendation to the Provost 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 BUFM or of his or her immediate family member shall only be supplied to the BGSU Office of Human Resources. The Office of Human Resources shall validate that a legitimate request has been received.
  - 3.2. It is the responsibility of the BUFM 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 Chair/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 BUFM may request that his or her Chair/Director act as proxy and contact the Dean directly to make the request for an extension of the probationary period.
  - 3.3. The Provost shall make his/her decision no later than fifteen (15) business days of receipt of the request to extend the probationary period. The Provost's decision shall be in writing, with copies provided to the Dean, the BUFM's Chair/Director, the BUFM, and the BGSU-FA.
    - 3.3.1. The Provost'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 BUFM, with the exception of the provisions of Section 3.4. The Provost's decision shall also fully consider the information provided by the probationary BUFM 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 BUFM 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 BUFM has been called to active military duty



for a single period of at least eight (8) weeks duration, then the affected BUFM shall 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 in writing, with a copy to the BGSU-FA within ten (10) business 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 BUFM, the University shall make a written record of that determination.
  - 1.4. The Provost shall be the custodian of BUFMs' personnel files, and such files shall be kept in the Provost's office.
2. When the Provost has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, the Provost (or the Provost's designee) shall conduct an investigation pursuant to this Article.
3. If after such investigation the Provost believes disciplinary action is warranted, discipline may be imposed on a BUFM for just cause. Engaging in conduct that constitutes just cause for discipline may lead to disciplinary action, including, without limitation, the following types of discipline: 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 BUFM's improvement since the last disciplinary action was taken, and the BUFM's overall employment record.
  - 3.1. With the exception of termination and suspension without pay, any discipline shall not affect a BUFM's continuation of benefits. In cases where suspension without pay is thirty (30) or more calendar 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 BUFM's continuation of base salary.

4. Prior to imposing disciplinary action, other than an oral or written reprimand, the Chair/Director, Dean, or the Provost/ shall meet with the BUFM to discuss the charge(s) against the BUFM, and provide the BUFM with an opportunity to present his or her case. The following procedures shall be followed:
  - 4.1. The BUFM shall be given the opportunity to be accompanied by a BGSU-FA representative.
  - 4.2. At least ten (10) business days prior to the meeting, the University shall notify both the BUFM 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 BUFM and the BGSU-FA with electronic copies of documents or links to electronic documents which the University can release legally upon which the charges are based. However, all identities shall be redacted.
  - 4.3. If the matter is not disposed of by mutual agreement at the meeting, the BUFM 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) business days of the meeting. Such statement shall be signed by the administrator imposing discipline and initialed by the Provost.
  - 4.4. If discipline is imposed the University shall disclose those identities which can be released legally.
5. A BUFM 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 BUFM may, prior to initiating the grievance process, appeal directly to the President. The appeal must be submitted within ten (10) business days of the imposition of termination, and the President must respond within ten (10) business 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. “Business 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 the officer’s designee.
- 1.5. “VPFASI” means the Vice President for Faculty Affairs and Strategic Initiatives, or other person designated by the Provost who is a faculty administrator.

#### 2. Informal Resolution

- 2.1. Nothing contained in this Article shall be construed to prevent the informal resolution 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 shall not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, Dean, Chair/Director) 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) business days after the occurrence of the events upon which it is based or within twenty (20) business 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) business 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 BUFGM.

#### 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 shall be presented to the VPFASI within twenty (20) business 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) business days of receiving the formal grievance document the VPFASI shall schedule a Step One meeting involving the Dean and/or the Dean's representative, the Grievant and the Grievance Officer. The Step One meeting shall occur at a time and place convenient to all parties and shall transpire no later than fifteen (15) business days of the VPFASI receipt of the formal grievance document. Within fifteen (15) business days after the Step One meeting, the VPFASI 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 VPFASI'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 VPFASI within ten (10) business 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) business days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost and/or designees, the Grievant, and the Grievance Officer, shall be scheduled by the VPFASI. The Provost and the President of the BGSU-FA may reasonably include other representatives in the meeting. The VPFASI shall send a written disposition of the formal grievance to both the Grievant and the Grievance Officer within ten (10) business 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) business 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 VPFASI.

6.1. Within five (5) business 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 shall alternate in striking names until only one (1) name remains. Which party strikes first 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 that 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.
- 6.3. 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.
- 6.4. Five (5) business days prior to the hearing, the parties shall 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 at Step 1 and appealed to the President for Step 2. Such grievances shall be subject to the limitations set forth in the Appointment, 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 shall be rendered in writing within thirty (30) business days of the close of the hearing or twenty (20) business days from his/her receipt of the post-hearing 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 shall 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 shall 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) business days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) business day period.

11. Mediation

Notwithstanding the other provisions of this Article, the Grievance Officer and the VPFASI 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) business days prior notice to the other party.

## ARTICLE 14

### **APPOINTMENT, REAPPOINTMENT, TENURE AND PROMOTION**

#### 1. Affiliation

- 1.1. Bargaining Unit Faculty Members shall be affiliated with, and appointed to, at least one academic unit (department/school or instructional support unit) within the University.
- 1.2. For each BUFM, affiliation shall 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. BUFMs may agree to accept joint or dual affiliations. If a BUFM 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 BUFM holds appointment (including rank and salary line) in a single academic unit but also on an annual basis fulfills teaching/librarian effectiveness, and/or scholarly/creative activity, and/or service assignments in at least one other academic unit.
  - 1.3.2. Dual affiliations refer to situations where a BUFM holds appointment (including rank and salary line) in more than one academic unit, meaning that on an annual basis the faculty member fulfills teaching/librarian effectiveness, and/or scholarly/creative activity, and/or service assignments in each of these academic units.
- 1.4. BUFMs shall participate fully in the governance of their affiliated academic unit, unless otherwise articulated elsewhere in this Agreement.
  - 1.4.1. BUFMs with joint affiliations shall primarily participate in the governance of the academic unit in which they hold rank and receive salary.
  - 1.4.2. BUFMs with dual affiliations shall participate fully in the governance of each academic unit in which they hold rank.

#### 2. Appointment

- 2.1. BUFMs are either Tenure-Track Faculty (TTF) or Non- Tenure-Track faculty (NTTF).
- 2.2. Bargaining Unit Tenure-Track Faculty (TTF) 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 shall be provided to the probationary faculty member in writing and signed by the Provost.
- 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 shall be provided to the probationary faculty member and shall be discussed with the probationer by the Chair/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 at the time of appointment. The Provost 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 shall be counted toward tenure at BGSU, then it is conclusively presumed that no prior service credit shall 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. 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 BUFMs who wish to either resign an existing appointment or to retire from BGSU service should notify in writing their respective Chair/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 (a) successful completion of the probationary period or (b) the offer to hire at the rank of professor, in which case tenure is immediately granted. In exceptional circumstances, an associate professor may be hired with tenure 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 BUFM 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 Chair/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 tenured BUFM 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 non-renewable/terminal contracts. The appointment letter shall state whether the contract is renewable or non-renewable/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, and 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 non-renewable/terminal contracts, the length of contract shall 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 shall 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. BUFMs 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 BUFM 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). In the years in which an EPR is submitted, an APR will not occur. 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: (a) continued satisfactory performance of instructional and/or related faculty duties (as determined from annual performance reviews and enhanced performance reviews), (b) continuation of demand for duties normally performed by the appointee, or courses normally taught by the appointee (as determined by the Chair/Director), and (c) anticipated budgetary resources adequate to support the NTTF position for the ensuing academic year (as determined by the Dean and approved by the Provost). Any such non-renewal that is for other than unsatisfactory performance shall occur on the basis of seniority (see Section 2.3.5) (least senior to be non-renewed first) among those NTTF who, as determined by the Chair/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. BUFMs 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 BUFM to accept such offer, later than February 1 should circumstances subsequently create the opportunity for renewed appointment.
- 2.3.2.5. If a BUFM 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, Eight, Nine, Ten, and Eleven

- 2.3.3.1. NTTF BUFMs in years Seven, Eight, Nine, Ten, and Eleven are 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. Contract renewal is typically offered following a successful annual review; however, satisfactory performance cannot guarantee reappointment. In place of APRs and EPRs, the annual merit review process shall serve as the annual evaluation process for NTTF Members in years seven and beyond. Merit evaluations indicating an acceptable or higher level of performance, as defined by the academic unit's RTP and merit policies, shall be indicative of a successful annual evaluation.
- 2.3.3.3. The annual renewal of contract in years Seven, Eight, Nine, Ten, and Eleven of full-time NTTF employment at BGSU is at the discretion of the University based on the following criteria: (a) continuing satisfactory performance of instructional and/or other faculty duties (as determined from the annual evaluation process), (b) continuing demand for duties normally performed by the appointee, or for courses normally taught by the appointee (as determined by the Chair/Director), and (c) adequate budget resources to continue the position for the coming year (as determined by the Dean and approved by the Provost). Any such non-renewal that is for other than unsatisfactory performance shall occur on the basis of seniority (see Section 2.3.5) (least senior to be non-renewed first) among those NTTF who, as determined by the Chair/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 BUFM in years Seven, Eight, Nine, Ten, or Eleven 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 BUFM 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, Eight, Nine, Ten, or Eleven years of service is non-renewed for reasons other than unsatisfactory performance and, within one (1) year of the expiration/non-renewal 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 ten (10) business days that he or she accepts any offer described in this paragraph, the offer shall be considered declined.
- 2.3.3.6. If a BUFM does not receive reappointment of full-time NTTF employment during years Seven, Eight, Nine, Ten, or Eleven, then the reasons for failure to reappoint shall be specified in the notification letter.

#### 2.3.4. NTTF Appointments in Year Twelve and Beyond

- 2.3.4.1. NTTF BUFMs in years Twelve and Beyond are 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.
- 2.3.4.2. Contract renewal is typically offered following a successful annual review; however, satisfactory performance cannot guarantee reappointment. In place of APRs and EPRs, the annual merit review process shall serve as the annual evaluation process for NTTF Members in years Twelve and Beyond. Merit evaluations indicating an acceptable or higher level of performance, as defined by the academic unit's RTP and merit policies, shall be indicative of a successful annual evaluation.
- 2.3.4.3. The annual renewal of contract in years Twelve and Beyond of full- time NTTF employment at BGSU is at the discretion of the University based on the following criteria: (a) continuing satisfactory performance of instructional and/or other faculty duties (as determined from the annual evaluation process), (b) continuing demand for duties normally performed by the appointee, or for courses normally taught by the appointee (as determined by the Chair/Director), and (c) adequate budget resources to continue the position for the coming year (as determined by the Dean and approved by the Provost). Any such non-renewal that is for other than unsatisfactory performance

shall occur on the basis of seniority (least senior to be non-renewed first) among those NTTF who, as determined by the Chair/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.

- 2.3.4.4. For the purposes of reappointment based on continuing satisfactory performance of instructional and/or other faculty duties (as determined from the annual evaluation process). A BUFM in year Twelve and 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 BUFM to accept such offer, later than December 1 should circumstances subsequently create the opportunity for renewed appointment.
- 2.3.4.5. For the purposes of reappointment based on (a) continuing demand for duties normally performed by the appointee, or for courses normally taught by the appointee (as determined by the Chair/Director), and (b) adequate budget resources to continue the position for the coming year (as determined by the Dean and approved by the Provost), any BUFM in year Twelve and Beyond shall be notified by July 1 preceding the final contract year. The University has the right to assign teaching and service responsibilities in the final year based on the needs of the University. Any such non-renewal that is for other than unsatisfactory performance shall occur on the basis of seniority (least senior to be non-renewed first) among those NTTF who, as determined by the Chair/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.
- 2.3.4.6. In any case where an NTTF member with Twelve and Beyond years of service is non-renewed for reasons other than unsatisfactory performance and, within one (1) year of the expiration/non-renewal 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.

2.3.4.7. If a BUFM does not receive reappointment during years Twelve and Beyond of a full-time NTTF employment, then the reasons for failure to reappoint shall be specified in the notification letter.

2.3.5. Calculating Years of Service for the Purpose of Seniority

2.3.5.1. Calculation of Seniority for Faculty

Years of service for NTTF shall be calculated as the consecutive years of service in a full-time faculty appointment. Any break of a single year in full-time faculty appointment or any period of up to two consecutive years of part-time teaching (defined as a minimum of one 3-credit course per fall and spring semester) shall not be considered an interruption in consecutive service for NTTF. Years of service do not accumulate when the faculty member is not in a full-time faculty appointment. See Article 21 (Faculty Leaves) for impact of any leave of absence on calculating years of service.

2.3.5.2. Calculation of Seniority Prior to May 1, 2013

Years of service for NTTF shall be calculated as the consecutive years of service in a full-time faculty appointment. Any break of a single year in full-time faculty appointment or any period of consecutive years of part-time teaching (defined as a minimum of one 3-credit course per fall and spring semester) shall not be considered an interruption in consecutive service for NTTF. Years of service do not accumulate when the faculty member is not in a full-time faculty appointment. See Article 21 (Faculty Leaves) for impact of any leave of absence on calculating years of service.

2.3.6. NTTF whose contracts have been non-renewed pursuant to section 2.3 may apply for available full-time and part-time faculty positions at BGSU.

2.3.7. 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.

- 2.3.8. 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 Chair/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.
- 2.3.9. The BGSU-FA and University shall continue to collaborate and explore potential opportunities for earlier notice of reappointment to NTTFs that balance the University's need for flexibility and the BGSU-FA's desire for greater predictability.

#### 2.4. Consultation Regarding Aggregate Reductions in the Number of NTTF

While recognizing the Board's rights to determine levels of faculty staffing, the Board delegates to the Administration the authority to provide reasonable advanced notice and to consult with the BGSU-FA regarding plans to reduce in aggregate the number of NTTF in the bargaining unit for reasons of either demand (enrollment) or budget, prior to taking such actions. The purpose of such conversations should be: (a) to provide and share such information, data, documents, and/or reasons to require such personnel reductions; (b) to give both parties the opportunity to evaluate and discuss whether or not attrition (defined as personnel reductions due to retirement, resignations, deaths, or non-reappointments for performance reasons) would be sufficient to address these anticipated demand or budget problems; and (c) to work together to address and resolve seniority determinations.

#### 2.5. Special Appointments.

- 2.5.1. 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 scholarly/creative activity 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.
- 2.5.2. 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.
  - 2.5.2.1. Awarding an individual BUFGM 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.

2.5.2.2. The criteria and procedure for awarding an honorary title are given in Article 28.

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

2.5.3.1. For BUFMs who earn emeritus status, the title “emeritus” shall precede the rank of the BUFM upon retirement, for example “emeritus associate professor.”

2.5.3.2. The criteria and procedure for designating emeritus status are given in Article 27.

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

### 3. Academic Rank

BUFMs shall hold one of the following ranks. There shall not be any other ranks created for Bargaining Unit Faculty.

#### 3.1. Academic Ranks for Tenure-Track Faculty

3.1.1. Assistant Professor. Consistent with the discipline, a BUFM with the rank of Assistant Professor:

3.1.1.1. Shall either hold an appropriate doctoral degree or, in those fields where the doctorate is not the typical terminal degree, the appropriate terminal degree from an accredited college or University.

3.1.1.1.1. If recommended by two-thirds of the faculty of the academic unit, and with concurrence of the Dean and Provost, appointment to the rank of Assistant Professor may be made to a candidate who holds a master’s degree provided that the faculty member completes the degree within one year of initial appointment date, as specified 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 and the faculty member shall not be further considered for tenure.

3.1.1.1.2. If the appointment letter from the Dean requires completion of the terminal degree prior to the initial appointment and the faculty member fails to complete

it, this shall be grounds for termination at the completion of the first year of service and the faculty member shall not be further considered for tenure.

- 3.1.1.2. Shall have evident ability as a teacher/librarian;
  - 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 BUFM 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 have demonstrated ability as an effective teacher/librarian;
  - 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 BUFM 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/librarian;
  - 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 BUFM 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/librarian (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 BUFM 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/librarian effectiveness and/or professional experience (see also section 5.3.1.1);
  - 3.2.2.3. Shall have demonstrated 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 BUFM 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/librarian effectiveness 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.

#### 4. Initial Hire or Selection

- 4.1. All Bargaining Unit faculty positions are authorized by the Provost.
- 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 BUFMs, as 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. A Chair/Director may also initiate a request for a new faculty position in consultation with the faculty from the academic unit. The recommendation is then forwarded to the appropriate Dean for consideration and if approved, forwarded to the Provost 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 BUFMs and the Chair/Director of that unit(s).
  - 4.3.3. Only tenured and tenure-track BUFMs 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 departments/schools 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 shall 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) issue authorization for bringing certain candidates to BGSU for the purpose of an official visit/interview.
- 4.3.5. The academic unit(s) shall 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 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 full-time 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 in writing for his/her disagreement; 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 Members in Years One-Six and in Years Seven and Beyond
- 5.1. General Comments about Review of Non-Tenure-Track Faculty Members in Years One-Six
    - 5.1.1. A non-tenure-track faculty member in years one-six shall be advised by the Chair/Director regarding specific assignment duties and the substantive standards and procedures used in decisions for annual reappointment (based upon APRs and EPRs) and for promotion. Any additional expectations used by the department/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 in years one-six. The Chair/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 Chair/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 Members in Years One-Six
    - 5.2.1. Non-tenure-track faculty members in years one-six 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. In the years in which an EPR is submitted, an APR will not occur.

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 in years one-six regarding: (a) the criteria and standards used for APRs and EPRs, (b) the process for conducting and completing either of these types of reviews, (c) the schedule or deadlines for completing reviews, and (d) a process outlining the opportunity for BUFMs to submit a rebuttal letter within three business days after a recommendation is forwarded to the Dean and/or after a recommendation is forwarded to the Provost.

5.2.2.2. The responsibility for establishing criteria, standards, and procedures for evaluation and for conducting the reviews lies with the BUFMs of the academic unit and the Chair/Director, subject to endorsement of the Dean and Provost.

5.2.2.3. At the initiation of the University or unit faculty, the unit faculty may amend the unit's reappointment policy at any time, with the concurrence of the Chair/Director, Dean, and Provost, to be applied to subsequent reappointment reviews. However, such changes may not be applied retroactively to NTTF members in years one-six during existing multiple year terms of annually renewable contracts unless requested in writing by the NTTF prior to the initiation of the review process.

5.2.3. Annual Performance Reviews (APRs) for Non-Tenure-Track Faculty Members in Years One-Six

5.2.3.1. APRs shall be conducted by the Chair/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 unit's written recommendation as prepared by the Chair/Director shall be submitted to the Dean and the Provost.

- 5.2.3.2. Prior to submitting the unit's written recommendation to the Dean, the Chair/Director shall meet with the NTTF member, provide him/her with a written copy of the recommendation, and discuss the content of the recommendation.
- 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) for Non-Tenure Track Faculty Members in Years One-Six
  - 5.2.4.1. Non-tenure-track BUFMs who have received appointments for three (3) consecutive years shall be subject to an 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. EPRs shall require that the NTTF member in years one-six 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, EPRs 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, EPRs 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 and standards of the unit's reappointment policy and making recommendations regarding reappointment following an EPR rests with the tenured, probationary tenure-track, and non-tenure track BUFMs in the unit who are above the rank of the faculty member being reviewed, who shall make a written

recommendation to the Chair/Director. No eligible voter shall vote in more than one level of review. If eligible voters have the opportunity to vote at more than one level, they shall vote only at the unit level on candidates from their unit.

- 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 in writing for his/her disagreement; a copy of the Chair's/Director's letter must be provided to the unit faculty.
- 5.2.4.5. Prior to submitting the unit's recommendation to the Dean, the Chair/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 an independent recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair/Director, and the college-level review committee. The Dean shall then forward all of these recommendations to the Provost.
- 5.2.4.7. The Provost 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.
- 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 Provost determines that a non-tenure-track faculty member is not performing satisfactorily, the University shall give written notice of its intention to non-renew the employment of the affected BUFM and the reasons for the decision to non-renew shall be specified, with a copy sent to the BGSU-FA.

### 5.3. Evaluation of Non-Tenure-Track Faculty Members in Years Seven and Beyond

5.3.1. In place of APRs and EPRs, the annual merit review process shall serve as the annual evaluation for NTTF Members in year seven and beyond. Annual evaluation ratings higher than unacceptable in all assigned areas, based on a BUFM's allocation of effort, shall indicate a successful annual evaluation. Each unit shall determine the standard for an "unacceptable" rating in its merit document (or an addendum to that document) prior to December 31, 2016. For APR or EPR reviews scheduled during the 2016-2017 academic year, an APR shall be conducted.

5.3.2. Annual evaluation ratings indicating an unacceptable score in any assigned area based on allocation of effort (e.g., teaching/librarian effectiveness, scholarly/creative activity, and/or service) shall be indicative of an unsuccessful annual evaluation. An unsuccessful annual evaluation shall result in an "extraordinary review" by the Chair or Director, with the approval of the Dean. The purpose of the review is to determine whether remediation is necessary and/or possible and, if so, how best to return the faculty member to acceptable performance. Where the NTTF member is determined to be unacceptable in the area of teaching/librarian effectiveness, then the review may result in no need for further action, the development of a success plan in consultation with the faculty member and subsequent APR, or at the discretion of the University, a conclusion that continued satisfactory performance of instructional and/or other faculty duties is unlikely and result in non-renewal. Where the NTTF member is determined to be unacceptable in an area other than teaching/librarian effectiveness, then the review may result in no need for further action, or the development of a success plan in consultation with the faculty member and subsequent APR. However, notwithstanding an acceptable rating in teaching/librarian effectiveness, in any instance where the BUFM has been determined to be unacceptable in scholarly/creative activity or service because of the BUFM's persistent refusal to perform reasonable scholarly/creative activity or service assignments, then the determination of unacceptable in scholarly/creative activity or service can alone be the basis for non-renewal of the appointment.

### 5.4. Promotion of Non-Tenure-Track Faculty

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

5.4.1.1. An Instructor may apply, during the individual's sixth year of full-time employment as a faculty member, for promotion to Lecturer. However, based upon exceptional performance or achievement, a BUFM, at the discretion of the administration,

may have the opportunity to apply for promotion prior to six (6) years.

5.4.1.2. A Lecturer may apply, during the individual's sixth year of full-time employment as a Lecturer, for promotion to Senior Lecturer. However, based upon exceptional performance or achievement, a BUFM, at the discretion of the administration, may have the opportunity to apply for promotion prior to six (6) years. One piece of information that might be important to consider is that historically there have been NTTF who did not have a path to promotion (i.e., it is possible that a Lecturer might not be in his or her sixth year in rank, but had many years of service as an Instructor and no ability to seek promotion).

#### 5.4.2. Unit NTTF Promotion Policy.

5.4.2.1. Each academic unit (department/school or instructional support unit) shall have established written policies for promotion of NTTF members regarding: (a) the criteria and standards used for evaluation, (b) the process for conducting and completing the evaluation for promotion, (c) the schedule or deadlines necessary for completing the evaluation and, (d) a process outlining the opportunity for BUFMs to submit a rebuttal letter within three business days after a recommendation is forwarded to the Dean and/or after a recommendation is forwarded to the Provost. In all cases, student evaluations of teaching shall not be the sole criterion for evaluation of faculty teaching performance.

5.4.2.2. The responsibility for establishing criteria, standards, and procedures for evaluation and for conducting the reviews lies with the BUFMs of the academic unit and the Chair/Director, subject to endorsement of the Dean and Provost.

5.4.2.3. At the initiation of the University or unit faculty, the unit faculty may amend the unit's NTTF promotion policy at any time, with the concurrence of the Chair/Director, Dean, and Provost 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 unless requested in writing by the NTTF member prior to the initiation of the review process. NTTF in years 7 and beyond shall automatically retain the original promotion criteria and standards for a three-year period before the new criteria and standards for promotion are applied unless requested in writing by the NTTF member prior to the initiation of the review process.

### 5.4.3. Process for Evaluation of NTTF Promotion Request

- 5.4.3.1. A request by a NTTF member for promotion shall be evaluated by the eligible voters of the academic unit.
  - 5.4.3.1.1. The academic unit's eligible voters for a non-tenure-track faculty member applying for promotion shall consist of all tenured BUFMs in the unit and all non-tenure-track BUFMs of higher rank in the unit.
  - 5.4.3.1.2. In academic units with fewer than three eligible voters, the Dean of the college shall appoint BGSU BUFMs 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 shall be made so as to maintain the integrity of the discipline.
- 5.4.3.2. Initial responsibility for applying the established criteria and standards and making recommendations regarding promotion rests with the academic unit's eligible voters, who shall make a written recommendation to the Chair/Director. No eligible voter shall vote in more than one level of review. If eligible voters have the opportunity to vote at more than one level of review, they shall vote only at the unit level on candidates from their unit.
- 5.4.3.3. 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, the reasons for disagreement shall be stated in writing, and a copy of the Chair/Director's letter must be provided to the unit faculty.
- 5.4.3.4. Prior to submitting the unit's recommendation to the Dean, the Chair/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.
- 5.4.3.5. The Dean of the college shall make an independent recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair/Director, and the college-level review committee. The Dean shall then forward all of these recommendations to the Provost.
- 5.4.3.6. The Provost 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.

5.4.3.7. 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, 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.

5.4.3.8. 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. BUFMs 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, except in the cases below.

5.4.3.8.1. 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 shall not be counted as a negative vote.

5.4.3.8.2. Consistent with University policies on conflict of interest (e.g., Consensual Amorous Relationships Policy, Code of Ethics and Conduct Policy), eligible voters shall recuse themselves from participating and/or voting in decisions involving individuals with whom they have a conflict of interest. Such abstention shall not be counted as a negative vote.

5.4.3.8.3. With the approval of the Dean, an eligible voter may request recusal from participating based on documented extenuating circumstances. Failure to vote due to an approved recusal shall not be counted as a negative vote.

## 6. Evaluation of Tenure-Track Faculty and Tenured 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 Chair/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/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 Chair/Director shall communicate with the probationary faculty member to foster achievement and effectiveness in all areas of teaching/librarian effectiveness, service, and scholarly/creative activity.
- 6.1.3. The Chair/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: (a) the criteria and standards used for annual performance reviews (APRs) and enhanced performance reviews (EPRs), (b) the process for conducting and completing either of these types of reviews, (c) the schedule or deadlines for completing reviews and, (d) a process outlining the opportunity for BUFMs to submit a rebuttal letter within three business days after a recommendation is forwarded to the Dean and/or after a recommendation is forwarded to the Provost.

- 6.2.2.2. The responsibility for establishing criteria, standards, and procedures for evaluation and for conducting the annual reviews of probationary tenure-track faculty members lies with the



tenured and tenure-track BUFMs of the academic unit and the Chair/Director, subject to the endorsement of the Dean and Provost.

6.2.2.3. At the initiation of the University or unit faculty, the unit faculty may amend the unit's reappointment policy at any time, with the concurrence of the Chair/Director, Dean, and Provost. However, such changes may not be applied retroactively to probationary tenure-track faculty during their probationary period unless requested in writing by the faculty member prior to the initiation of the review process.

6.2.3. Annual Performance Review (APR)

6.2.3.1. Annual Performance Reviews (APRs) shall be conducted by the Chair/Director, in accordance with the unit's reappointment policy. The review shall evaluate the probationary tenure-track faculty member's progress in teaching/librarian effectiveness, scholarly/creative activity, and service. 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. 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 Chair/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.

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.

6.2.4.2. Mid-probationary enhanced performance reviews shall be conducted by the tenured BUFMs of the academic unit. The review shall evaluate the probationary tenure-track faculty member's progress in teaching/librarian effectiveness, scholarly/creative activity, and service. 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 Chair/Director.

- 6.2.4.3. The Chair/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, the reasons for disagreement shall be stated in writing and a copy of the Chair's/Director's letter must be provided to the unit faculty.
- 6.2.4.4. Prior to submitting the unit's recommendation to the Dean, the Chair/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.
- 6.2.4.5. The Dean of the college shall make an independent recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair/Director, and the college-level review committee. The Dean shall then forward all of these recommendations to the Provost.
- 6.2.4.6. The Provost 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.
- 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 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 BUFM, and a copy of the notification is sent to the BGSU-FA.
- 6.2.4.8. A probationary tenure-track BUFM 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 BUFM 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, and service to the University community or profession.

6.3.2. More precise statements of criteria and standards for teaching/librarian effectiveness, scholarly/creative activity, and service used for the granting or denial of tenure may be specified by the tenured faculty members in individual academic units (Section 6.5.1). All such statements must be approved by the Dean and by the Provost.

#### 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 shall 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'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 and standards 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/librarian effectiveness, scholarly/creative activity, and service may be specified by the tenured faculty members in individual academic units (Section 6.5.1). All such statements must be approved by the Dean and by the Provost.

6.4.3. At the initiation of the University or unit faculty, the unit faculty may amend the unit's TTF promotion policy at any time, with the concurrence of the Chair/Director, Dean, and Provost. Changes in the criteria and standards for promotion may not be applied retroactively to TTF members unless requested in writing by the TTF member prior to the initiation of the review process.

6.4.3.1. Following the approval of new promotion standards in a new RTP policy, BUFMs applying for promotion from associate to full professor shall have the option to elect to apply for promotion under their department's/school's "Old RTP Policy" or "New RTP Policy."

6.4.3.2. BUFMs currently holding the rank of associate professor and who intend to apply for promotion under their department's/school's New RTP Policy must elect whether the

department's/school's Old RTP Policy or New RTP Policy shall govern their promotion application. Faculty applying for promotion must notify the Chair/Director of their election not later than September 30th following the implementation of a new RTP policy. If no timely election is made, then the faculty member's promotion consideration shall be governed by the Old RTP Policy.

6.4.3.3. Once the election specified in Section 6.4.3.2 has been made, or the time for doing so has lapsed without such an election being made, associate professors who elect to have their applications governed by the Old RTP Policy (or have the decision made for them by failing to make the required election) shall have eight (8) years to complete the promotion process. At the end of that time, if they have not been promoted to full professor the New RTP Policy then in effect shall govern any subsequent promotion applications.

6.4.3.4. As the department/school revises its RTP policy in the future, the associate professor shall continue to have the option to choose among the existing and revised RTP policies available at that time consistent with Sections 6.4.3.1 – 6.4.3.3.

## 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: (a) the criteria and standards used for tenure and promotion, (b) the process for conducting and completing tenure and promotion reviews, (c) the schedule or deadlines for completing tenure and promotion reviews, and (d) a process outlining the opportunity for BUFMs to submit a rebuttal letter within three business days after a recommendation is forwarded to the Dean and/or after a recommendation is forwarded to the Provost. 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 standards 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. No eligible voter shall vote in more than one level of review. If eligible voters have the opportunity to vote at more than one level, they shall vote only at the unit level on candidates from their unit.

6.5.3. The Chair/Director shall submit the recommendation of the tenured BUFMs 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

BUFMs, this recommendation of the Chair/Director shall state the reasons for the difference.

- 6.5.4. The Dean of the college shall make an independent recommendation after reviewing the written recommendations of the faculty of the academic unit, the Chair/Director, and the college-level review committee. The Dean shall then forward all of these recommendations to the Provost.
- 6.5.5. The Provost 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.
- 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, 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 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 BUFMs 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 BUFMs 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 BUFMs 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, except in the cases below:
  - 6.6.6.1. 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 shall not be counted as a negative vote.
  - 6.6.6.2. Consistent with University policies on conflict of interest (e.g., Consensual Amorous Relationships Policy, Code of Ethics and Conduct Policy), eligible voters shall recuse themselves from participating and/or voting in decisions involving individuals with whom they have a conflict of interest. Such abstention shall not be counted as a negative vote.
  - 6.6.6.3. With the approval of the Dean, an eligible voter may request recusal from participating based on documented extenuating circumstances. Failure to vote due to an approved recusal shall not be counted as a negative vote.
- 6.6.7. Assistant professors may not be tenured without promotion. In those rare cases prior to collective bargaining where the BUFM is a tenured assistant professor, the faculty member shall 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, except in the cases below:
  - 6.6.7.1. Eligible voters on Faculty Improvement Leaves or other approved leaves of absence have the right to participate and vote in these decisions on promotion to associate professor; however, if they abstain or fail to vote, such abstention or failure to vote shall not be counted as negative vote.
  - 6.6.7.2. Consistent with University policies on conflict of interest (e.g., Consensual Amorous Relationships Policy, Code of Ethics and

Conduct Policy), eligible voters shall recuse themselves from participating and/or voting in decisions involving individuals with whom they have a conflict of interest. Such abstention shall not be counted as a negative vote.

6.6.7.3. With the approval of the Dean, an eligible voter may request recusal from participating based on documented extenuating circumstances. Failure to vote due to an approved recusal shall not be counted as a negative vote.

6.6.8. In cases where the BUFM 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, except in the cases below:

6.6.8.1. 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 shall not be counted as a negative vote.

6.6.8.2. Consistent with University policies on conflict of interest (e.g., Consensual Amorous Relationships Policy, Code of Ethics and Conduct Policy), eligible voters shall recuse themselves from participating and/or voting in decisions involving individuals with whom they have a conflict of interest. Such abstention shall not be counted as a negative vote.

6.6.8.3. With the approval of the Dean, an eligible voter may request recusal from participating based on documented extenuating circumstances. Failure to vote due to an approved recusal shall not be counted as 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 BUFM 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 BUFMs who are at the rank of professor. In academic units with fewer than three eligible voters, the Dean shall appoint tenured BGSU BUFMs 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.

6.7.3.1. An affirmative vote of a majority of eligible voters shall be required to recommend that promotion be granted. Tenured BUFMs 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, except in the cases below:

6.7.3.1.1. 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 shall not be counted as a negative vote.

6.7.3.1.2. Consistent with University policies on conflict of interest (e.g., Consensual Amorous Relationships Policy, Code of Ethics and Conduct Policy), eligible voters shall recuse themselves from participating and/or voting in decisions involving individuals with whom they have a conflict of interest. Such abstention shall not be counted as a negative vote.

6.7.3.1.3. With the approval of the Dean, an eligible voter may request recusal from participating based on documented extenuating circumstances. Failure to vote due to an approved recusal shall not be counted as 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, regarding which academic unit criteria and standards 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 and standards 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.

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/librarian effectiveness, scholarly/creative activity, 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/librarian effectiveness, scholarly/creative activity, or service assignment to the several academic units.
- 7.2.3. In the absence of a written agreement at the time of hire between the tenure-track or tenured faculty member and the Provost establishing alternate criteria, standards, and process for the evaluation of reappointment, tenure and promotion, the faculty member holding a joint appointment shall follow standards for tenure and standards for promotion established by the academic unit in which he/she was 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 and standards, or combinations of criteria and standards, shall be used for evaluations for reappointment, merit, tenure, and promotion. Such stipulations must be in writing and signed by the Provost.

7.4. 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/librarian effectiveness, scholarly/creative activity, or service assignments in each unit.

7.5. In the absence of a written agreement at the time of hire between the tenure track or tenured faculty member and the Provost establishing alternate criteria, standards, and process for the evaluation of reappointment, tenure and promotion, the faculty member holding dual affiliation shall follow written standards for promotion and standards for tenure of the academic unit stated in the initial letter of appointment.

7.6. 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. Further Efforts to Ensure the Quality of Reappointment, Promotion, and Tenure Recommendations

8.1. The Parties agree that greater consistency in practices within and across colleges shall further help ensure the quality of reappointment, promotion, and tenure recommendations. Therefore, the Labor-Management Committee is charged to review current practices both for gathering external letters of review and the formation and activities of the college review committee and provide

recommendations to the Provost and President of the BGSU-FA for improving consistency in these practices. The joint approval of the Provost and President of the BGSU-FA is required for any changes in practices.

- 8.2. The Parties agree that the addition of a university-level review committee to provide recommendations to the Provost on reappointment, promotion, and tenure decisions shall further support these important decisions by the Provost. Therefore, the Labor-Management Committee is charged to provide recommendations to the Provost and President of the BGSU-FA for establishing a university-level review committee. The joint approval of the Provost and President of the BGSU-FA is required for any changes in practices.

## 9. Grievances Related to This Article

- 9.1. 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 BUFMs.
- 9.2. In grievances related to denial of tenure, denial of promotion of tenure-track faculty and non-tenure-track faculty, or non-renewal 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.
- 9.3. The arbitrator's authority to form an award shall be confined to (a) identifying the error; and (b) 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 or department/school bylaws are to be followed.
- 9.4. The arbitrator does not have the authority to award tenure, promotion, or renewal of appointment to a BUFM.
- 9.5. 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.

## 10. Implementation of a Common Review Process

- 10.1. The Parties shall establish a joint committee comprised of three representatives from the BGSU-FA (one of whom must be a member of the current BGSU-FA bargaining team), three representatives from Administration (one of whom must be a member of the current Administration bargaining team), or another mutually agreed upon number of equal representatives, to plan for and guide the implementation of a common review process for APR, EPR, promotion, tenure,

and merit that would be completed no later than June 30, 2018. The responsibilities of this joint committee shall be:

- 10.1.1. Implement the transition to the common review period defined as the preceding academic year (fall and spring semesters) plus the trailing summer session.
- 10.1.2. Ensure that the common review process provides a separate process for evaluating first year BUFMs for whom performance in the preceding academic year plus the trailing summer are unavailable.
- 10.1.3. Implement a common database, as chosen by the Administration with input from the BGSU-FA, for the gathering and organization of information to support the multiple evaluations (APR, EPR, promotion, tenure, and merit) that make up the common review process.
- 10.1.4. Ensure that the common review process includes a mechanism whereby supplementary information requested by the academic unit and/or college, or submitted by the BUFM, is possible.
- 10.1.5. Implement a common review process where multiple evaluations for BUFMs occur concurrently while respecting the unique purposes, required supporting information, and faculty members with voting privileges for each evaluation.
- 10.1.6. Make every effort to ensure that the current dates for NTTF notification of contract reappointment based on years of service remain unchanged (i.e., December 1 for NTTF with seven or more years of service, February 1 for NTTF with four-six years of service, and April 1 for NTTF with one-three years of service) or, where possible, earlier (see Section 2.3.9.).
- 10.1.7. Implement changes to the language in this and subsequent collective bargaining agreements that require all BUFMs to participate annually in the common review process.
- 10.2. This joint committee shall report on its progress to the President of the BGSU-FA and the President of BGSU or their designee(s).
- 10.3. Final approval of the joint committee's timeline and practices/processes for implementing the common review process rests with the President of the BGSU-FA and the President of BGSU or their designee(s).

## ARTICLE 15

### **ACADEMIC RECONFIGURATION AND RETRENCHMENT**

#### 1. Academic Reconfiguration

- 1.1. Academic reconfiguration is modification in the organizational structure of the academic units of the University that may result in the (a) consolidation of previously separated units, (b) reduction of an existing unit, or (c) elimination of an existing unit based on one or more of the following criteria: coherence and consistency of mission, effectiveness/efficiency, societal needs, enhancement of academic quality, enhancement of interdisciplinarity, sense of community, or realization of academic and intellectual potential. All types of academic reconfiguration follow the established processes in the Academic Charter.
- 1.2. When academic reconfiguration occurs that does not result in the dismissal or nonrenewal of Bargaining Unit Faculty Members, the processes outlined in Section 2 of this article shall be followed. When academic reconfiguration results in the dismissal or nonrenewal of BUFMs, retrenchment occurs by definition (Section 3 of this article).

#### 2. Academic Reconfiguration Processes

Academic reconfiguration may be initiated by any member(s) of the university community. If the proposal for academic reconfiguration is initiated by BUFMs of an academic unit and approved by the processes outlined in the Academic Charter, the reassignment of BUFMs described in the approved academic reconfiguration proposal shall be followed. If the proposal for academic reconfiguration is initiated by a member(s) of the university community who are not BUFMs of the academic unit(s) who shall be affected by the proposal, the steps included in this section below shall be followed.

- 2.1. Once a decision to initiate an academic reconfiguration has been made, the Administration shall inform the BGSU-FA leadership.
- 2.2. Once the academic reconfiguration proposal has been approved according to the processes contained in the Academic Charter, a Joint Implementation Committee on Academic Reconfiguration comprised of members of: (a) the faculty in the unit(s) being reconfigured, (b) the BGSU-FA, and (c) the administration shall be established to explore options for faculty reassignment. Membership on the committee shall be mutually agreed upon by the three aforementioned bodies.
  - 2.2.1. The University shall make good faith efforts to reassign BUFMs from the reconfigured unit to academic unit(s) within the University. Where appropriate, the University shall make good faith efforts to retrain reassigned BUFMs to a level necessary for success in the receiving unit.
  - 2.2.2. BUFMs agree to cooperate in good faith efforts to be reassigned and/or retrained suitably within an academic unit within the University.

- 2.2.3. For purposes of this Article, the receiving academic unit(s) must accept reassigned BUFMs.
- 2.2.4. Faculty who are reassigned shall have a choice of following either the RTP criteria and standards that were in place in the affected unit prior to reconfiguration, or those of the receiving unit (see Article 14) until such time that the receiving unit revises its RTP criteria and standards.
  - 2.2.4.1. Receiving academic units shall make a good faith effort to incorporate relevant RTP standards for incoming reassigned faculty.
  - 2.2.4.2. Reassigned faculty shall make a good faith effort to adapt to the RTP criteria and standards of the receiving unit.
  - 2.2.4.3. Issues of retroactivity for probationary TTF and NTTF are addressed in Article 14.
- 2.2.5. Upon reassignment, an NTTF member's term shall start anew, and the appropriate review process shall be followed (see Article 14). Total years of service shall be determined by adding years of service in the reconfigured unit to years of service in the reassigned unit.
- 2.3. At its discretion, the University could negotiate severance (e.g., one-year buy out with no future employment rights) or early retirement packages for consideration by BUFMs who would be affected by academic reconfiguration. BUFMs may have representation by BGSU-FA in such negotiations.
- 2.4. At its discretion, the University could negotiate with BUFMs for other areas of employment within the University community for consideration by BUFM who would be affected by academic reconfiguration.
- 2.5. The reconfiguration process described in this Section shall be followed for reassigning and/or retraining of library faculty.
- 2.6. BUFMs may appeal a proposed reassignment resulting from academic reconfiguration to the Provost, whose decision is final.
- 2.7. The BGSU-FA may file a grievance only over alleged procedural violations of this article.
- 3. Determining the Necessity for Retrenchment
  - 3.1. 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 3.1.1 through 3.1.4 exists at the University.

- 3.1.1. 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;
  - 3.1.2. Significant reduction in enrollment of a college, department/school, or program continuing over five (5) or more academic semesters (not including summer) and which is expected to persist;
    - 3.1.2.1. 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).
  - 3.1.3. Discontinuation of a college, department/school, or program; or
  - 3.1.4. Action by the Ohio Department of Higher Education or Ohio General Assembly or accrediting body which requires the University to implement a retrenchment.
4. Bargaining Unit Reductions through Attrition First
- 4.1. Normal attrition is the preferred approach to alleviating financial exigency or responding to enrollment patterns.
  - 4.2. If the Board determines, according to the criteria listed in Section 3 of this Article, that retrenchment is necessary and, further, that in implementing this retrenchment a reduction in BUFMs is necessary, the Board shall attempt to achieve the desired result through attrition, including voluntary early retirement.
  - 4.3. 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.
5. Information
- 5.1. The University shall provide to the BGSU-FA evidence of the need for retrenchment, based on the criteria listed in Section 3 of this Article, of efforts to implement this retrenchment as outlined in Sections 4.1 and 4.2 of this Article, evidence that these efforts remain insufficient, and evidence that clearly documents the necessity for a recommendation to release bargaining unit faculty.
  - 5.2. At the same time, the Provost 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.
  - 5.3. 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 and to the Joint Committee on Retrenchment (see Section 6 of this Article, below) within ten (10) business days after receipt of the notification of possible retrenchment, unless otherwise mutually agreed in writing.

- 5.4. 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) business days after the delivery of a written request to the Provost.

## 6. Consultation

- 6.1. Within five (5) business days after receipt of the data and information in Section 5.1 a Joint Committee on Retrenchment, with three (3) 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, or designee, shall chair the committee in an ex-officio, non-voting capacity.
- 6.2. In the case of an anticipated retrenchment affecting a college, department/school, or program, the Joint Committee on Retrenchment's recommendations shall include, with respect to such college, department/school or program, consideration of:
  - 6.2.1. 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;
  - 6.2.2. The dependence of other programs in the University on the college, department/school, or program;
  - 6.2.3. Duplication elsewhere in the University of courses, scholarly/creative activity, or services offered through the department/school, college, or program, and possible organizational arrangements which might serve as alternatives to discontinuation;
  - 6.2.4. Arrangements which can be made to allow enrolled students to satisfy degree or certificate requirements;
  - 6.2.5. Stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
  - 6.2.6. The profile of experience, periods of service and tenure status of its bargaining unit faculty and an estimate of their possible usefulness elsewhere within the University;
  - 6.2.7. Possible arrangements for planned phasing out of the college, department/school, or program as an alternative to abrupt discontinuation; and
  - 6.2.8. Any other factors the Joint Committee on Retrenchment deems relevant.

- 6.3. Unless otherwise mutually agreed to in writing, within thirty (30) calendar days after the receipt of the data and information in Section 5.1 and 5.3 this Joint Committee on Retrenchment shall 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.
- 6.4. 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 13 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.
7. After receiving and considering the recommendation(s) in Section 6, the Board shall make the final determination to implement retrenchment.
8. The Retrenchment Process

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

- 8.1. BUFMs shall be recommended for release starting with the lowest numbered category:
  - 8.1.1. Adjunct/Part-Time
  - 8.1.2. Instructor
  - 8.1.3. Lecturer
  - 8.1.4. Senior Lecturer
  - 8.1.5. Tenure Track Assistant Professor
  - 8.1.6. Tenure Track Associate Professor
  - 8.1.7. Tenured Assistant Professor
  - 8.1.8. Tenured Associate Professor
  - 8.1.9. Professor
- 8.2. In making the final determination within each category as to whether or not an individual BUFM shall be released, the following additional factors shall be given full consideration:
  - 8.2.1. The University's commitment to affirmative action and its policies adopted thereunder



- 8.2.2. The quality of the bargaining unit member's service in the areas of teaching/librarian effectiveness, scholarly/creative activity, and publication, and University and public service
- 8.2.3. The impact on the academic program resulting from the release of the bargaining unit member
- 8.2.4. Length of service with the University as a full-time faculty member
- 8.3. The seniority of non-tenure track BUFMs 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:
  - 8.3.1. Non-tenure track BUFMs 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;
  - 8.3.2. Non-tenure track BUFMs with between six (6) and twelve (12) years of continuous BGSU service as a full-time faculty member may convert six (6) years of 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
  - 8.3.3. Non-tenure track BUFMs with greater than twelve (12) years of continuous BGSU service as a full-time faculty member may convert twelve (12) years of 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.
  - 8.3.4. Continuous service for non-tenure track BUFMs shall exclude temporary breaks in service. A temporary break in service occurs when the break is equal to two years or less.
- 8.4. The Dean/Chair/Director of the affected unit(s) after receiving the recommendation of the affected unit's members concerning the factors listed in Section 8.2 shall make final recommendations in accordance with Section 8.1 and 8.2 to the Provost concerning the individual BUFMs to be released. Whenever bargaining unit faculty within a category are considered approximately equivalent in the ratings on the factors set forth in Section 8.2, then length of service with the University as a full-time faculty member shall be the deciding factor.
- 8.5. The Provost shall then make the final decision for the University in accordance with sections 8.1 and 8.2 concerning the BUFM(s) to be released and shall notify each such BUFM in accordance with the time limitations set forth in the following Section.
- 8.6. A copy of each such notification shall be sent to the BGSU-FA.

9. Notice of Release
  - 9.1. The University shall provide notice of release to affected BUFMs in accordance with the following:
    - 9.1.1. For a BUFM holding a first or second 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.
    - 9.1.2. For a BUFM holding more than a second 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.
    - 9.1.3. For a probationary tenure-track BUFM who is under tenure consideration, at least twelve (12) months, spanning at least two (2) academic semesters, not including summers.
    - 9.1.4. For a tenured Bargaining Unit Member, at least eighteen (18) months, spanning at least three (3) academic semesters, not including summers.
10. During a period of three (3) academic years following release of a BUFM under this Article, such BUFM shall be offered reinstatement to the same or similar position if reauthorized. Released BUFMs who have been offered reinstatement shall have a period of thirty (30) calendar days in which to accept or decline the offer of reinstatement. The released BUFM 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 BUFM was released. If the BUFM 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 BUFM's employment rights at the University shall be terminated.
11. In the event that a part-time teaching position becomes available in the program of a released BUFM and if the BUFM has the appropriate qualifications for the position, the BUFM shall receive first 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 BUFM to reemployment under Section 10 of this Article.
12. A BUFM who accepts reappointment shall be credited with rank and shall be reappointed with tenure if tenured at the time of release.
13. A BUFM released due to financial exigency shall 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 BUFM 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.

14. 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 14 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 shall meet with representatives of the BGSU-FA to discuss and show evidence of the circumstances described above and that this evidence shall at least satisfy the requirements outlined in Section 5.1 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, and notice to the President of the BGSU-FA, or designee. In order for a candidate's same sex domestic partner to be considered for employment, the candidate must complete an Affidavit of Same Sex Domestic Partnership for Benefits.
2. The policy shall apply only to persons recruited through a regional or national search process. The level of opportunity provided, if any, shall 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 Chair/Director, Dean, and the Provost 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 department/school needs and planning; and
    - 4.2.4. Explicit assessment of the affirmative action consequences of such appointments.
5. Receiving Department/School

No spousal accommodation hire shall be made without the consent of the BUFMs of the receiving department/school, which consent shall not be unreasonably withheld.

6. Hiring Procedures

If the accommodation includes the creation of a new BUFM 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 shall 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 shall 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 BUFGM 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

	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>
<b>Across the Board</b>	1.00%	1.00%	1.00%
<b>Merit</b>	1.00%	1.00%	1.00%
<b>Fixed Market (Section 7)</b>	1.00%	1.00%	1.00%
<b>Provost Market Pool (Section 7)</b>	Minimum of \$400,000	Minimum of \$350,000	Minimum of \$250,000
<b>Total</b>	3% + Provost Market Pool minimum of \$400,000	3% + Provost Market Pool minimum of \$350,000	3% + Provost Market Pool minimum of \$250,000

### 3.1. 2016-17 Salary Adjustment

- 3.1.1. Effective for academic year 2016-2017, each BUFM under contract for academic year 2015-2016 who has received “meets expectations” or higher in the merit evaluation completed during the 2015-2016 academic year shall be eligible to receive a 1.00% across-the-board increase and a 1.00 % fixed market adjustment increase in his or her academic year base salary beginning September 1, 2016. Any dollars not awarded according to these criteria shall be added to the Provost Market Pool (Section 6). In addition, an amount of 1.00% shall be set aside for a merit increase in his or her academic year base salary beginning September 1, 2016 based on merit evaluation received (see Section 11).
- 3.1.2. Any BUFMs receiving promotions effective with the beginning of the 2016-2017 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the BUFM goes into effect.

### 3.2. 2017-2018 Salary Adjustment

- 3.2.1. Effective for academic year 2017-2018, each BUFM under contract for academic year (2016-2017) who has received a “meets expectations” or higher in the merit evaluation completed during the 2016-2017 academic year shall be eligible to receive a 1.00% across-the-board increase and a 1.00% fixed market adjustment increase in his or her academic year base salary beginning September 1, 2017. Any dollars not awarded according to these criteria shall be added to the Provost Market Pool (Section 6). In addition, an amount of 1.00% shall be set aside for a merit increase in his or her academic year base salary beginning September 1, 2017 based on merit evaluation received (see Section 11).
- 3.2.2. Any BUFMs receiving promotions effective with the beginning of the 2017-2018 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the BUFM goes into effect.

### 3.3. 2018-2019 Salary Adjustment

- 3.3.1. Effective for academic year 2018-2019, each BUFM under contract for academic year 2017-2018 who has received a “meets expectations” or higher in the merit evaluation completed during the 2017-2018 academic year shall be eligible to receive a 1.00% across-the-board increase and a 1.00 % fixed market adjustment increase in his or her academic year base salary beginning September 1, 2018. Any dollars not awarded according to these criteria shall be added to the Provost Market Pool (Section 6). In addition, an amount of 1.00% shall be set aside for a merit increase in his or her academic year base salary beginning September 1, 2018 based on merit evaluation received (see Section 11).

- 3.3.2. Any BUFMs receiving promotions effective with the beginning of the 2018-2019 academic year shall receive the promotional salary adjustments provided in Section 6 below, after any salary increase awarded to the BUFM goes into effect.
  - 3.4. BUFMs whose current 9-month salary exceeds \$175,000 due to previous senior administrative appointments shall not be eligible for fixed market adjustment increases described in this section.
4. Overload
  - 4.1. A BUFM shall be eligible for overload compensation for teaching only if the BUFM has met the established allocation of effort with regard to teaching and the BUFM'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 shall be \$1,400/credit hour taught for all the ranks. Alternatively, the BUFM has the option of negotiating a reduction in teaching/librarian effectiveness workload for a subsequent semester. This agreed upon reduction must be in writing, signed by the Member and the Chair or Director, and approved by the Dean.
5. Faculty Pay Options
  - 5.1. Those BUFMs 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 from the payroll department, not later than August 1.
  - 5.3. Monthly pay dates shall 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. BUFMs 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 shall be assigned to Option 1. BUFMs who do not make an election shall be paid under Option 1.



6. Promotion Salary Adjustments

A BUFM 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. Provost Market Pool

For FY 2017, 2018, and 2019 a pool of funds shall be established and fully allocated among BUFMs. This Provost Market Pool shall be funded at no less than \$1,000,000, plus any funds not allocated for across-the-board and fixed market adjustments. The Provost Market Pool adjustments shall be calculated based on the BUFM's 9-month salary concurrent with increases as described in Section 3. This allocation shall follow the process described below using the salary review process.

7.1. Annual Pool

7.1.1. FY 2017 pool

The pool shall be funded at a minimum of \$400,000.

7.1.2. FY 2018 pool

The pool shall be funded at a minimum of \$350,000.

7.1.3. FY 2019 pool

The pool shall be funded at a minimum of \$250,000.

7.2. The allocation of the FY 2017 pool shall be completed no later than December 31, 2016 and distributed no later than the January 2017 pay period. The allocation of the FY 2018 and FY 2019 pools shall be completed by September 2017 and 2018, respectively.

7.3. Review and Recommendations

7.3.1. For FY 2017, FY 2018, and FY 2019, the allocation of the Provost Market Pool shall be made by the Provost with the advice of a Joint Administration-BGSU-FA Committee ("Provost Market Pool Committee" or "PMPC"). The purpose of the PMPC is to advise the Provost on his/her decisions to address both internal market adjustments (e.g., salary compression and inversion) and external market adjustments (e.g., peer or benchmark institutions) for BUFMs by rank (Professor with special title,

Professor without special title, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer, and Instructor).

- 7.3.2. The PMPC shall consist of three members selected by the Provost (to include one university-level administrator, one Dean, and one Chair/Director) and three members selected by the BGSU-FA (representing both TTF and NTTf). The Committee shall be chaired by the Provost and shall serve in an advisory capacity to the Provost, providing advice that may include: (a) determining the appropriate comparable institutions, whether as a whole or for certain disciplines, to serve as the salary benchmarks for BUFMs by rank, by discipline, and other relevant factors; (b) suggesting approaches to address the technical details of the compression/market adjustments; (c) 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; (d) developing guidelines to address the issue of individuals below market because of non-meritorious service or lack of performance; (e) 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 (f) considering information received from department/school and college.
- 7.3.3. The Provost's decision on market pool increases shall be shared with the President of the BGSU-FA prior to implementation. If the BGSU-FA believes that the Provost has made any erroneous determinations, the BGSU-FA shall deliver to the Provost all of its objections in writing no later than fifteen (15) business 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 is final and binding. If the Provost and President of the BGSU-FA cannot resolve the objections raised by the BGSU-FA, the President and Provost shall meet with the BGSU-FA President and his/her designee to reach a final decision on market pool increases. If a final decision cannot be reached by this group, the BGSU-FA President shall deliver those objections to Robert G. Stein, who shall retain jurisdiction to determine if in fact the Provost has made any erroneous determinations. Mr. Stein shall overturn any determination by the Provost only upon a finding that the Provost acted arbitrarily and capriciously. Neither the BGSU-FA nor any BUFM shall have the right to file a grievance under Article 13, with respect to the subject matter of this Section 7.2. This process is the sole basis for contesting the decision of the Provost or of the fact-finder as to these issues and it is the intent of the Parties that this procedure is the sole and exclusive procedure to resolve any such dispute.

#### 7.4. Individual Market Adjustments

- 7.4.1. While the BGSU-FA is an agent for negotiating salaries for BUFMs, the University reserves the right to adjust salaries beyond negotiated levels:

(a) to address salary discrepancies; (b) to match offers of employment elsewhere that would result in the resignation of a BUFM; (c) 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.

- 7.4.2. If a salary adjustment is initiated by the University, the Chair/Director shall solicit supporting evidence from the BUFM. 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 for final review and approval.
- 7.4.3. If a salary adjustment is requested by the BUFM, then the application and supporting materials shall be given to the Chair/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 for final review and approval.
- 7.4.4. The University shall notify the BUFM 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.
- 7.4.5. 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.
- 7.4.6. The BUFM must have received "meets expectation" or higher in each of the past three years to be eligible for an equity/market adjustment under Section 7.4. For BUFMs 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 BUFM has been a full-time member of the BGSU faculty.

## 8. Minimum Salaries for Summer Teaching

- 8.1. BUFMs who teach courses in the summer shall earn a minimum 1/38 of their base nine-month salary per credit hour taught. Summer compensation shall 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.
- 8.2. Each academic unit shall develop a published policy describing how opportunities for summer teaching shall be made, subject to approval of the respective Dean. At the initiation of the University or unit faculty, the unit faculty may amend the unit's summer teaching policy at any time, with the concurrence of the

Chair/Director and Dean. Changes to the summer teaching policy approved prior to January 1 would be applied to summer teaching recommendations for the subsequent summer.

- 8.3. All summer teaching contracts are subject to the approval of the Dean, with final approval of the Provost or designee.

## 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 BUFM doing work on a sponsored agreement during the BUFM'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 BUFM's college.
- 9.3. Compensation for work performed by BUFMs on sponsored agreements during the summer months or other period not included in the base salary period shall be determined for each BUFM 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 shall be the number of months covered by the BUFM'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 BUFM's base salary rate shall be paid for sponsored agreement/grant related work only if: (a) the extra compensation is approved by the granting agency; (b) the extra compensation does not exceed twenty percent (20%) of the BUFM's base salary; (c) the extra compensation is less than the amount given in stipend and/or graduate student support on the grant; and (d) the extra compensation is approved in advance by the Dean of the BUFM'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 shall be granted only upon the written agreement of the BUFM, the Chair/ Director, the Dean, and the Provost.

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 BUFMs in an academic unit may be eligible for merit salary raises.

11.1.3. Merit salary raises are added to base salary for the ensuing fiscal year (on September 1 for BUFMs on 9-month contracts, and on July 1 for BUFMs on 12-month contracts). With the introduction of a common review process during the life of this CBA (Article 14, Section 10) and a shift toward a 3-year rolling average over the course of the Agreement, the review periods to be included for merit determinations are included in the following table:

<b>Year Merit Raise is Added to Base Salary</b>	<b>Merit Increase Pool</b>	<b>Period of Time Included in Merit Determination</b>	<b>When Merit Review and Recommendations are Made by Academic Unit, Chair/Director, and Dean</b>
FY 17 ( <i>i.e.</i> , 2016-2017 Academic Year Contract)	1.00%	CY 2015 ( <i>i.e.</i> , Spring 2015, Summer 2015, Fall 2015)	2015-2016 AY
FY 18 ( <i>i.e.</i> , 2017-2018 Academic Year Contract)	1.00%	CY 2016 ( <i>i.e.</i> , Spring 2016, Summer 2016, Fall 2016), CY 2015 ( <i>i.e.</i> , Spring 2015, Summer 2015, Fall 2015), and CY 2014 ( <i>i.e.</i> , Spring 2014, Summer 2014, Fall 2014)	2016-2017 AY
FY 19 ( <i>i.e.</i> , 2018-2019 Academic Year Contract)	1.00%	AY 2016-2017 ( <i>i.e.</i> , Fall 2016, Spring 2017, Summer 2017), CY 2016 ( <i>i.e.</i> , Spring 2016, Summer 2016, Fall 2016), and CY 2015 ( <i>i.e.</i> , Spring 2015, Summer 2015, Fall 2015)	2017-2018 AY

- 11.2. The Dean shall make the determination for merit salary raises, upon the advice and recommendation of the unit Chair/Director, as well as the recommendation of the BUFMs of the academic unit. Both the faculty of the academic unit (or the merit committee of the academic unit) and the Chair/Director may make recommendations to the Dean for the allocation of merit dollars and/or percentages. The Dean is not bound by such recommendations and the determination of the actual merit increase is within the Dean's reasonable discretion.
    - 11.2.1. Using the "Merit Template for Department/School Merit Policies" jointly developed by the University and the BGSU-FA, the faculty of the academic unit shall establish a unit merit document that delineates specific performance evaluation criteria for each of the following areas: teaching/librarian effectiveness, scholarly/creative activity, 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 Chair/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.
  - 11.3. Each year, every BUFM shall 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 BUFM.
  - 11.5. At the conclusion of the merit evaluation, the Dean shall provide each BUFM in the academic unit with a summary of his or her merit allocation.
12. Minimum Salaries
    - 12.1. For BUFMs with 9-month contracts on a regular faculty contract, minimum base salaries, by rank and by fiscal year, shall be as follows:

	<b>FY2017</b>	<b>FY2018*</b>	<b>FY2019*</b>
<b>Professor</b>	\$70,359	\$71,766	\$73,201
<b>Associate Professor</b>	\$59,533	\$60,724	\$61,938
<b>Assistant Professor</b>	\$48,709	\$49,683	\$50,677
<b>Senior Lecturer</b>	\$48,709	\$49,683	\$50,677
<b>Lecturer</b>	\$43,297	\$44,163	\$45,046
<b>Instructor</b>	\$37,885	\$38,643	\$39,416

\* Based on a 2% increase per year

- 12.2. For BUFMs 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 11.1 multiplied by 1.09.

	<b>FY2017</b>	<b>FY2018*</b>	<b>FY2019*</b>
<b>Professor</b>	\$76,691	\$78,225	\$79,789
<b>Associate Professor</b>	\$64,891	\$66,189	\$67,513
<b>Assistant Professor</b>	\$53,093	\$54,155	\$55,238
<b>Senior Lecturer</b>	\$53,093	\$54,155	\$55,238
<b>Lecturer</b>	\$47,194	\$48,138	\$49,101
<b>Instructor</b>	\$41,295	\$42,121	\$42,963

\* Based on a 2% increase per year

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 shall 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 and prescription drug plan associated with these percentages shall be what is referred to in the 2016 plan year as Plan A. Plan design for Plan A shall remain substantially similar for the life of the Agreement. Descriptions of Plan A medical, Plan A prescription drug, and dental insurance benefits are set forth in Appendices I-III.
- 1.2. Other medical and prescription drug plans may be offered during this agreement whose overall cost to the employee may be more or less than the base plan, Plan A, and are subject to change on an annual basis. The employee premium contribution percentages for other medical and prescription drug plan participants shall not exceed the percentages paid by Plan A participants.
- 1.3. During the life of this Agreement, the employee contributions for the dental plan, regardless of the coverage level, shall be 20% of the total cumulative cost of the dental plan.
- 1.4. The total cumulative cost of the medical, prescription drug, and dental plans shall be established by the University prior to the fall open enrollment period for the next calendar year. Increases shall be applied at the beginning of each plan year, January 1.
- 1.5. Effective January 1, 2017, eligibility for health insurance coverage shall be limited to dependents through the end of the month they turn age 26.
- 1.6. BGSU reserves the option to add an additional pharmacy drug classification for specialty medications. If added, the member out of pocket provisions shall match the in force brand drug specifications. The specialty classification may include additional utilization restrictions including but not limited to: restricted specialty pharmacy network; prior authorization and step therapy protocols; and specific drug exclusions. Prior to any decision to add this new drug classification, the Administration shall seek the input and recommendations of the President's Advisory Council on Health, Wellness, and Insurance/Joint Health Care Committee.

#### 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 BUFM's responsibility to supply all the required documentation within the applicable deadlines.

## 2.2. Availability of Benefits Information

The University shall continue to provide BUFMs 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) calendar days prior to any such change.

## 2.3. Open Enrollment Period

The health insurance year shall 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 online through the Office of Human Resources (OHR) website during this open enrollment period. This substantive information shall be substantially equivalent to that information contained in the 2016 Benefits Enrollment Information document which the University has traditionally provided to BUFMs. During the open enrollment period, BUFMs may change their medical and prescription drug plans to be effective the following calendar year in accordance with IRS regulations.

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

BUFMs 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, and dependents satisfying or ceasing to satisfy eligibility requirements.

Proof of the change of status event shall be required for enrollment changes. Changes to coverage must be completed within 30 calendar days of the qualifying event.

## 2.5. Eligibility for Same-Sex Domestic Partners

Coverage shall continue to be extended to existing Same-Sex Domestic Partners as defined in 2.5.1 below through December 31, 2016. Beginning with open enrollment for the 2017 plan year, benefits shall be limited to spouses.

2.5.1. Same-sex domestic partners 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 identical to those in the previous collective bargaining agreement. The forms shall be maintained on the OHR website through December 31, 2016.

2.5.2. Effective January 1, 2017, all references to “Same-Sex Domestic Partners” in this Agreement shall be changed to “spouses.”

3. Employee Purchased Vision Insurance

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

4. President’s Advisory Council on Health, Wellness, and Insurance (PACHWI), PACHWI Executive Committee, and Joint Health Care Committee (JHCC)

The Parties agree to participate in the President’s Advisory Council on Health, Wellness and Insurance (PACHWI). The purpose of PACHWI is to advise the President on health care benefits and establish goals to improve employee wellness. The Chief Human Resources Officer or designee shall serve as the Chair of PACHWI and shall be responsible for convening meetings, preparing agenda, and coordinating PACHWI communications with the President. The PACHWI shall include three faculty members appointed by the BGSU-FA, who shall be voting members, and whose appointments shall begin on January 1 of each year and are recommended to serve three-year renewable terms to provide some degree of continuity across years. There shall be two standing committees of PACHWI: the PACHWI Executive Committee and the Joint Health Care Committee (JHCC).

4.1. The PACHWI Executive Committee shall include one PACHWI voting member appointed by the BGSU-FA, the President, the Administrative Staff Council, the Classified Staff Council, and the International Union of Police Associations and one ex officio member appointed by the BGSU Chief Human Resources Officer. The Executive Committee may advise the President on behalf of PACHWI when input and feedback are needed and convening PACHWI cannot be done in a timely manner. The Executive Committee may also advise the Chair of PACHWI at his/her request (e.g., setting agenda, identifying and inviting speakers, etc.).

4.2. The JHCC includes the three members of PACHWI identified by the BGSU-FA and three members of PACHWI identified by the BGSU President. The JHCC shall be chaired by a BGSU-FA representative. A representative from Human Resources shall serve ex officio. Both the chair and the ex officio may schedule PACHWI meetings and add items to the PACHWI agenda as well as schedule meetings of the JHCC when and if meetings are needed. Additional representatives may be invited or permitted to attend JHCC meetings by agreement of the Committee members. The JHCC may schedule meetings and establish agenda to independently review and make recommendations to the University and the BGSU-FA regarding changes relating to wellness and benefits, including, without limitation: (a) 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); (b) changes to the structure and/or scope of benefits offered; (c) changes to opt-out options; (d) changes that shall enhance or diminish benefits and/or affect costs, including changes in federal or state laws; (e) implementation of wellness programs, including disease management and subsidized gym membership; (f) self-insurance, or other methods of funding benefits; (g) details relating to the development of projected costs used in developing employee contributions amounts; (h) employee contribution toward premium based upon income; (i) review and recommend integrated wellness initiatives (with acknowledgment of the special nature of BGSU Firelands) that are evidence-based and demonstrated to impact employee health and health care costs; and (j) such other matters as the Committee may elect to explore.

**ARTICLE 19**

**OTHER BENEFITS**

1. Life and Disability Insurance

1.1. For the duration of this Agreement the University shall 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.

1.1.1. The amount of basic life insurance on a BUFGM age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

Age of Employee*	Amount of Insurance
70	50%

\*Age reductions shall apply the January 1<sup>st</sup> following an insured employee's 70<sup>th</sup> birthday.

1.2. For further details, BUFGMs may refer to the Plan Booklet which is available online at the Office of Human Resources website.

2. Optional Life Insurance

2.1. For the duration of this Agreement, the BUFGM may elect at the member's expense to purchase optional life insurance in multiples of one, two, three, four, or five times annual earnings (multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof), subject to a maximum of \$300,000, under a group plan versus an individual plan. The BUFGM's cost of the optional life insurance is included in Appendix VI.

2.2. For further details, BUFGMs may refer to the Plan Booklet which is available online at the Office of Human Resources website.

3. Long Term Disability (LTD)

3.1. For the duration of this Agreement, the University shall provide, at no cost to all BUFGMs, LTD coverage with a benefit of 60% their monthly earnings to a maximum benefit of \$3,000 a month.

3.2. All other substantive LTD insurance provisions shall be substantially equivalent to those that existed as of January 1, 2016.

3.3. For further details, BUFGMs may refer to the Plan Booklet which is available online at the Office of Human Resources website.

4. Dependent Life Insurance

- 4.1. For the duration of this Agreement, the BUFM 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

- 4.2. For further details, BUFMs may refer to the Plan Booklet which is available online at the Office of Human Resources website.

5. Travel Accident Insurance

- 5.1. For the duration of this Agreement the University shall provide, at no cost to the BUFM, \$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, 2016, including dismemberment benefits ranging from \$12,000 to \$50,000.

- 5.2. For further details, BUFMs may refer to the Plan Booklet which is available online at the Office of Human Resources website.

6. Parking

- 6.1. The University shall offer parking for BUFMs at a charge of no more than \$125 per year or \$68 per semester (fall, spring, summer) for the 2016-17 academic year. The University shall offer parking for BUFMs at a charge of no more than \$130 per year or \$70 per semester (fall, spring, summer) for the 2017-18 academic year. The University shall offer parking for BUFMs at a charge of no more than \$135 per year or \$73 per semester (fall, spring, summer) for the 2018-19 academic year. 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.

- 6.2. The BGSU-FA shall appoint a BUFM representative to the Campus Safety Committee.

7. Educational Fee Waivers

To the extent permitted by Ohio and Federal Law, the educational fee waiver benefit in Appendix VII for BUFMs and their dependents shall be maintained during the term of this Agreement.

8. Flexible Spending Accounts (Section 125 Plan)

During the life of the Agreement the University shall continue to offer flexible Health Care Reimbursement Accounts and Dependent Care Reimbursement Accounts. The maximum contribution amounts shall 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, BUFMs shall 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, 2016. Such access shall continue to be at no cost to the BUFM.

10. Other Benefits

All BUFMs 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 BUFM contributions and BGSU contributions.
  - 3.1. The University contribution to the ARP on behalf of a BUFM 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), BUFM contributions to the ARP shall be equal to employee contributions to STRS.
  - 3.3. The University shall notify the BGSU-FA and BUFMs, 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)

BUFMs 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. BUFMs 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

BUFMs 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, shall be implemented as required by law. Notice of no less

than sixty (60) calendar days, when possible, shall be provided by the University to the BUFMs prior to the implementation of any required changes.



## ARTICLE 21

### FACULTY LEAVES

#### 1. General

- 1.1. 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.
- 1.2. The following provisions shall apply to all Faculty Leaves covered by this Article.
  - 1.2.1. No leave granted shall be construed by the University as evidence that the affected department's/school's faculty should be reduced.
  - 1.2.2. For 12-month contracted Bargaining Unit Faculty Members, one semester leave is equal to four and one half months (135 days).
  - 1.2.3. With regard to salary level, the base compensation rate of BUFMs 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.

#### 2. Faculty Exchange Leaves

- 2.1. Faculty Exchange Leave Policy and Procedures
  - 2.1.1. Interested BUFMs or Chairs/Directors should identify potential exchange faculty members.
  - 2.1.2. Exchanges shall 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.
  - 2.1.3. An exchange may be made for a minimum of one semester and a maximum of one academic year.
  - 2.1.4. The exchanged BUFM shall retain a contractual relationship (i.e., salary, benefits, and retirement contributions) as if services were rendered at the home institution.
  - 2.1.5. 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.

- 2.1.6. Any travel expenses to professional meetings shall be authorized and paid by the home institution by employing regular department/school policies and procedures.
        - 2.1.7. 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.
        - 2.1.8. No relocation allowances shall be granted, and housing arrangements shall be made by each BUFM.
        - 2.1.9. All BGSU BUFMs' rights to leaves, fee waivers, accumulated time toward promotion, access to the Faculty Development Program resources, Faculty Research Committee resources, etc., continue uninterrupted.
      - 2.2. Before approval of the Faculty Exchange Leave is granted, each of the following provisions shall be met:
        - 2.2.1. Details of an exchange shall be approved by the individual BUFMs 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. The plan shall include specific details for teaching/librarian effectiveness, research, scholarly, or creative activities.
        - 2.2.2. Work assignments shall be determined by the host institution and agreed to by all parties in advance of the exchange.
        - 2.2.3. The BGSU Chair/Director shall certify that the regular duties of the BUFM can be satisfactorily fulfilled by the visiting faculty member without any need for additional part-time staff or other financial assistance.
        - 2.2.4. 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.
      - 2.3. All benefits shall continue without interruption during a Faculty Exchange Leave.
    3. Leaves with Extramural Salary Paid Through the University Payroll System
      - 3.1. In some cases, a BUFM 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.
        - 3.1.1. Benefits listed in Articles 18 (Health Care Benefits), 19 (Other Benefits), and 20 (Retirement Benefits) shall be continued on the same basis as a non-leave year, as long as the contracting agency or foundation provides the funds.

3.1.2. Tenure

For probationary tenure-track BUFMs: Only leaves of absence for scholarly activity count as part of the probationary period. Approval of the college Dean and Provost is required.

3.1.3. Merit

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

3.1.4. Fee Waivers

The application of the fee waiver benefit is maintained.

4. Unpaid Leave

4.1. 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 shall be informed of any renewal or extension. During this unpaid leave, the BUFM may make arrangements to extend his or her insurance benefits through the Office of Human Resources. For unpaid leaves taken for medical reasons, the BUFM 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 BUFM shall 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:

4.1.1. Medical, prescription drug, dental, life, disability, vision, and AD&D insurance, to the extent the BUFM complies with the payment(s) set forth above;

4.1.2. Employee Assistance Program (EAP);

4.1.3. Dependent tuition fee waiver;

4.1.4. Provision of a BGSU identification card;

4.1.5. BGSU Library privileges;

4.1.6. Free or reduced rates for University, events and merchandise generally offered to bargaining unit faculty;

4.1.7. Parking, as provided in Article 19.

4.2. The request for an unpaid leave shall be made in writing to the BUFM'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 BUFM shall return to work. The Provost 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.

- 4.3. 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 shall not count towards years of service required for a faculty improvement leave, and may not count towards a BUFM'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.
  - 4.4. 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.
  - 4.5. Merit increases during the year following an unpaid leave shall be evaluated in accordance with relevant college and department/school policies.
  - 4.6. If a BUFM 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.
5. Leaves Due to Civic Obligations
    - 5.1. Court Leave
      - 5.1.1. A BUFM 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 BUFM's normal working hours, shall be remitted to the Bursar if it exceeds the cost of parking and mileage for this duty.
      - 5.1.2. When utilizing court leave, a copy of the summons or subpoena must be forwarded to Office of the Provost for retention in the employee's personnel file.
      - 5.1.3. This policy does not cover a BUFM who is called to serve the court for professional expertise. See Article 30 on Professional Activities Outside the University.

## 6. FMLA Leaves

- 6.1. 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 BUFMs for certain family and medical reasons. BUFMs 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 shall be calculated according to the pertinent provisions of the FMLA.
- 6.2. 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.”
- 6.3. FMLA leave without pay shall be granted for any of the following reasons:
  - 6.3.1. The birth of a child, prenatal care, the care of a newborn child, or placement of a child with the BUFM for adoption or foster care;
  - 6.3.2. A serious health condition of the bargaining unit member that renders him/her unable to perform his/her job functions;
  - 6.3.3. In order to care for a BUFM’s child, spouse, same sex domestic partner, or parent who has a serious health condition; or
  - 6.3.4. A “qualifying exigency” arising out of the fact that the BUFM’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.
- 6.4. Paid vacation leave, parental leave, or sick leave may, at the BUFM’s option, be utilized for FMLA leave and thereby shall run concurrent with FMLA leave.
- 6.5. If the BUFM fails to provide at least thirty (30) calendar days advance notice when the leave is foreseeable, the requested leave may be delayed until at least thirty (30) calendar days after the date the employee provides notice to the University. If the BUFM 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 BUFM never produces certification, the leave is not FMLA leave. The University may, at its own expense, request a second (2<sup>nd</sup>) opinion to verify the appropriateness of the medical or other certification provided for the proposed FMLA leave. If the opinions of the BUFM’s and the University’s designated health care providers differ, the University may require the BUFM 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 BUFM. Each must act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the BUFM or BUFM'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 BUFM authorizes his/her health care provider to release the relevant medical information, the BUFM is provisionally entitled to the FMLA leave pending the University's receipt of the relevant medical information.

- 6.6. Group health benefits shall be continued for the duration of an FMLA leave. If the BUFM goes into an unpaid status, arrangements must be made by the BUFM to continue the employee's contribution towards insurance coverage. Upon return, a BUFM shall be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.
- 6.7. A "rolling" twelve (12) month period, measured retrospectively from the date a BUFM 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.
- 6.8. 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 shall review and approve FMLA requests.
- 6.9. When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the BUFM must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation. The University may temporarily transfer the BUFM to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.
- 6.10. Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to BUFMs 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.
- 6.11. For questions or further information about the FMLA, BUFMs may contact the Office of Human Resources, which shall maintain a written explanation regarding the current provisions of the applicable laws and regulations.

7. Military Leave and Ohio Military Family Leave Act (OMFLA)

7.1. Military Leaves

The University shall comply with all current state and federal laws regarding BUFMs 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.

7.2. Ohio Military Family Leave Act (OMFLA)

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

7.3. 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.

8. Sick Leave

8.1. Accrual of Sick Leave while at the University

8.1.1. BUFMs shall earn fifteen (15) days of sick leave per year. BUFMs on academic year appointment (i.e., 9-month) shall earn 13.33 hours of sick leave per month for the months of September through May. BUFMs on 12-month appointments shall earn 10 hours per month.

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

8.1.3. When a BUFM is on an unpaid leave of absence, there shall be no accumulation of sick leave. When a BUFM is on an approved faculty improvement leave there shall be no accumulation of sick leave. Except as stated, sick leave accrual shall accumulate without limit, from the date of hire.

8.2. Definition of Authorized Paid Sick Leave

Sick Leave is defined as the authorized absence from duties for the following reasons:

8.2.1. Personal illness, pregnancy, birth, or bonding (based on FMLA guidelines), or injury

8.2.2. Illness or injury in the individual's immediate family

- 8.2.3. Death of an immediate family member (to a maximum of five (5) business days)
- 8.2.4. Medical, psychological, dental, or optical examination or treatment of the BUFM or a member of his or her immediate family
- 8.2.5. Exposure to contagious disease which could be communicated to other members of the University community
- 8.2.6. FMLA Qualifying Events
- 8.3. Definition of Immediate Family Member
  - 8.3.1. For purposes of authorizing sick leave, for non-FMLA Qualifying Events, a BUFM'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.
  - 8.3.2. For purposes of authorizing sick leave for FMLA qualifying events, a BUFM'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."
- 8.4. Utilization of Sick Leave
  - 8.4.1. In providing for use of the sick leave benefit, the parties are mindful of both the accrual of sick leave and the general nature of faculty work. That is, that faculty work is often a combination of scheduled duties (e.g., teaching, posted office hours, meetings, committee assignments) and duties that are often unscheduled (e.g., class preparation and grading, student advising and supervision, scholarly/creative activity, service). The parties recognize that together, both scheduled and unscheduled duties comprise a faculty member's total work responsibilities and that the sick leave accrual formula of the contract makes no distinction between the various types of work. Consistent with the fact that sick leave is accrued for both scheduled and unscheduled work, both types of responsibilities are within the sick leave benefit of the parties' agreement and that a



BUFM must use sick leave when an authorized sick leave absence (Section 8.2) makes the individual unavailable for work. Faculty are not expected to work (e.g., answer email, attend meetings) when they are on an authorized sick leave absence.

- 8.4.2. Recognizing variable faculty schedules that may comprise work during the day, evening, and weekends, a work week is defined, for the purposes of sick leave, as 40 hours within the seven-day period of Monday—Sunday.
- 8.4.3. Sick leave shall be used when a BUFM is under contract, excluding University holidays and other paid leave. No action shall be taken by the University to release a BUFM because of illness or disability while on sick leave with pay.
- 8.4.4. A BUFM shall use sick leave when responsibilities during the work week are missed due to qualifying sick leave events (see Section 8.2). These responsibilities may include teaching, scholarship, and service assignments such as classes/labs, posted office hours, scheduled advising appointments, department/school/college meetings, committee meetings, or other scheduled responsibilities. Hours reported shall equate to scheduled responsibilities missed. If unscheduled responsibilities (e.g., grading assignments, scholarship) are made up within the work week, those hours need not be reported as sick leave. A maximum of eight (8) hours per day or 40 hours per work week shall be reported.
- 8.4.5. If a BUFM misses all scheduled responsibilities within a seven calendar day period, 40 hours of sick leave shall be reported and sick leave shall be reported until the BUFM returns for scheduled duties.

## 8.5. Reporting Sick Leave Usage

- 8.5.1. A BUFM who misses scheduled responsibilities (e.g., teaching, scholarship, and service assignments such as classes/labs, posted office hours, scheduled advising appointments, department/school/college meetings, committee meetings) due to qualifying sick leave event (see Section 2), shall notify the appropriate Chair/Director or Dean of the absence.
- 8.5.2. BUFM shall inform the appropriate Chair/Director of their intent to use sick leave as soon as practicable, presumably on or before the first day of absence, unless extenuating circumstances exist.
- 8.5.3. When advanced notice of sick leave is possible (e.g., elective surgery), a request shall be made as far in advance as possible.
- 8.5.4. BUFMs shall report sick leave use in the designated University system.

- 8.5.5. Time approved and used for sick leave pursuant to this Article shall run concurrently with any approved Family Medical Leave pursuant to Article 21, Section 6.
- 8.5.6. The University may also deduct sick leave upon determining that the BUFM has missed any work responsibilities due to a sick leave event as defined in Section 2. The University shall notify the BUFM of such deductions. If the BUFM does not agree with the University's deduction, a written appeal may be filed with the Dean. If the appeal cannot be resolved informally, the disagreement may be grounds for a grievance.

8.6. Documentation

- 8.6.1. The University shall reserve the right to require the BUFM to furnish a physician's certificate as medical evidence of illness, but only if the BUFM is absent five (5) or more consecutive work days, or if the University has a good faith basis to believe the BUFM is abusing sick leave. The University also reserves the right to obtain a second certification from a physician of the University's choice at the University's expense.
- 8.6.2. In all cases of leave for illness or injury of five (5) or more consecutive work days, or if the University has a good faith basis to believe that the BUFM may be incapable of performing his/her job duties, the University may require written documentation by a physician attesting to a BUFM'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.

8.7. Conversion of Sick Leave to Paid Personal Leave

BUFM shall be eligible for and may request conversion of accrued sick leave to paid personal leave during the contract year, within the following parameters:

- 8.7.1. Requests to convert accrued sick leave to personal leave are intended to cover absences such as mandatory court appearances, legal or business matters, and family emergencies.
- 8.7.2. The following procedures shall be followed:
  - 8.7.2.1. Requests must be approved in advance by the appropriate Chair/Director. Approval shall not be unreasonably withheld. Denial of approval may be appealed to the Dean, who shall have final say and cannot be grieved.
  - 8.7.2.2. Requests shall be submitted to the appropriate administrator at least five (5) days in advance of the requested absence or as soon as practicable.

8.7.2.3. Requests shall indicate how any instructional duties or other scheduled responsibilities shall be affected and the planned disposition of those duties and responsibilities during the requested absence.

8.7.3. Personal leave may be requested in minimum units of one-half day (4 hours).

8.7.4. A maximum of 32 hours (4 days) of accrued sick leave may be converted to personal leave per contract year for 9-month BUFM. A maximum of 40 hours (5 days) of accrued sick leave may be converted to personal leave per contract year for 12-month BUFM.

8.8. Transfer of Sick Leave between Public Agencies

Sick leave days accrued are transferable from one state agency to another within the State of Ohio. A BUFM 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.

8.9. Payment for Sick Leave at Retirement

8.9.1. 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 BUFM may elect to be paid for one-fourth (1/4) of accrued but unused sick leave balance, up to a maximum of thirty (30) days (240 hours). This payment shall be based on the BUFM's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time shall 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 BUFM who dies while an employee of BGSU.

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

9. University Leave Bank Program

- 9.1. The University shall maintain a Leave Bank Program for the use of BUFMs who have exhausted vacation leave and sick leave or shall do so before the return-to-work date, and who are not receiving Worker's Compensation. The Leave Bank Program is a 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 of 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 BUFM must make a written request to the Chair/Director who shall forward the request to the University leave bank administrator for consideration.
- 9.2. The Parties shall establish a joint committee composed of three representatives from the Joint Health Care Committee/BGSU-FA and three representatives from the Administration, or another mutually agreed number of equal representatives, to examine issues pertaining to the functioning of the University-wide Leave Bank Program. The joint committee shall issue its findings, report, and recommendations to the President's Advisory Council on Health, Wellness, and Insurance as well as the BGSU-FA President and University President no later than the end of the first year of the contract.

10. Faculty Rights and Responsibilities

- 10.1. BUFMs on paid sick leave shall 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.
- 10.2. Should the sick leave event result in a substantial negative impact on the BUFMs' progress toward tenure, the faculty member may qualify for extending the probationary period as outlined in Article 11 on Extension of the Probationary Period.

11. Parental Leave

- 11.1. BGSU recognizes the right of a BUFM 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.
- 11.2. Parental leave is a contract benefit separate from and complementary to FMLA.
- 11.3. "Qualifying Event" means the birth of a child or the adoption or foster care placement of a child who is less than six (6) years of age.

#### 11.4. Notification

11.4.1. It is the responsibility of a BUFM to inform as soon as practicable the Chair/Director of an anticipated birth, adoption, or foster care placement that the faculty member expects shall result in a temporary interruption in the way in which the faculty member meets contractual responsibilities. The Chair/Director shall then inform the Dean, who shall then inform the Provost.

11.4.2. BUFMs who are eligible for parental leave shall be granted it at their request, as stated in Section 11.6 (Parental Leave for Nine Month BUFM), Section 11.7 (Parental Leave for Twelve Month BUFM), and Section 11.8 (Parental Leave When Both Parents are BUFM), so long as the request is submitted in writing to the member's Chair/Director with a copy to the BGSU-FA and Human Resources with as much advance notice as is reasonably practicable. Requests must include a signed statement that the individual shall satisfy the requirement for eligibility.

#### 11.5. Availability and Eligibility

11.5.1. Parental leave is available to all BUFMs 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.

11.5.2. Whether taking leave for childbirth, adoption, or foster care 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 BUFM's approved FMLA Leave (Article 21, Section 6).

11.5.3. BUFMs 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 shall not be taken from sick leave or vacation leave, but counted as part of FMLA leave. These days shall be taken within one semester.

11.5.3.1. FMLA, if available, shall run concurrently with any parental leave. BUFM shall remain eligible to use sick leave (concurrent with FMLA if FMLA is available) and/or unpaid FMLA leave as available to the BUFM during the 12 months following the birth or placement of a child in accordance with University sick leave and FMLA policies.

11.5.3.2. At the conclusion of Family Medical Leave (12 weeks, inclusive of parental leave), the BUFM may extend leave for the remainder of the semester, through the following means:

- 11.5.3.2.1. Sick leave, until the balance of sick leave reaches a minimum of 120 hours by the end of the leave.
  - 11.5.3.2.2. Unpaid leave, at discretion of the BUFM, if balance of sick leave is 120 hours or less.
  - 11.5.3.2.3. Reduced duties with definable work products or outcomes through a combination of unpaid leave and sick leave, if balance of sick leave is 120 hours or less. Reduced duties shall be at the discretion of the Dean, whose decision is not grievable.
- 11.5.4. In the case of pregnancy, a parental leave may begin before the birth with the concurrence of the Dean and Chair/Director. (This pertains to a discretionary leave not covered by FMLA.) However, the decision of the Chair/Director or Dean to refuse the beginning of parental leave in advance of birth is not grievable.
- 11.5.5. Parental leave not begun in accordance with these rules shall be forfeited, unless expressly agreed otherwise in writing between the BUFM, Chair/Director, and Dean.
- 11.5.6. The Office of the Provost shall maintain a template for BUFMs to access.
- 11.6. Parental Leave for Nine-Month BUFM
- 11.6.1. A BUFM experiencing a Qualifying Event with five (5) or more weeks remaining in either the fall or spring semesters must take any parental leave in that semester. However, if the BUFM, Chair, and Dean agree, parental leave may begin at any time in the next semester contiguous to the semester in which the Qualifying Event occurred. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the semester in which the Qualifying Event occurred is not grievable.
  - 11.6.2. A BUFM experiencing a Qualifying Event with less than five (5) weeks remaining in the fall semester may defer the beginning of parental leave to the beginning (i.e., first day of contract) of the spring semester. Leave may begin at a later point in the spring semester if the BUFM, Chair, and Dean agree. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.
  - 11.6.3. A BUFM experiencing a Qualifying Event with less than five (5) weeks remaining in the spring semester may defer the beginning of the parental leave to the beginning (i.e., first day of contract) of the next fall semester so long as there is no intervening summer contract, in which case Section 11.6.5 shall apply. Leave may begin at a later point in the fall semester if the BUFM, Chair, and Dean agree. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.

- 11.6.4. A BUFM who experiences a Qualifying Event during the summer semester, but who is not under contract for any part of the summer, can defer the beginning of the parental leave to the beginning (i.e., first day of contract) of the next fall semester, or beginning at a later point in the fall semester if the BUFM, Chair, and Dean agree. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.
- 11.6.5. A BUFM who is under contract for the summer session and experiences a Qualifying Event with five (5) or more weeks remaining in his/her summer contract(s) must take parental leave in the summer and may not defer to the next semester unless the BUFM, Chair, and Dean agree. If the BUFM, Chair, and Dean so agree, leave may begin at the beginning of the fall semester or at a later point in the fall semester. The decision of the Chair or Dean to refuse to allow the deferral of parental leave until the fall semester is not grievable.
- 11.6.6. In those cases where the Qualifying Event occurs with less than five (5) weeks remaining in the semester and the BUFM wishes to defer the beginning of parental leave to the beginning of the next contiguous semester (spring or fall), the BUFM may use sick leave and/or unpaid FMLA leave in the semester during which the Qualifying Event occurs, in accordance with University sick leave and FMLA policies and as provided for by this Agreement, without triggering the start of the BUFM's parental leave.
- 11.6.7. No more than two (2) paid leaves under this section may be granted to a BUFM (or collectively to both spouses/same-sex domestic partners, if both are BUFMs) during employment.
- 11.7. Parental Leave for Twelve-Month BUFM
- 11.7.1. BUFM on 12-month contracts must begin parental leave within four (4) months of experiencing a Qualifying Event. Parental leave not begun within four (4) months of the Qualifying Event shall be forfeited, unless expressly agreed to in writing between the BUFM, Chair, and Dean.
- 11.7.2. For 12-month BUFM who are assigned to traditional teaching responsibilities in the semester in which a Qualifying Event occurs, parental leave usage shall be governed by the rules specified in Sections 11.6.1 – 11.6.5 of this article. Leave may begin at a later point in the following semester if the BUFM, Chair, and Dean agree. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.
- 11.8. Parental Leave When Both Parents are BUFM
- 11.8.1. When both parents are BUFM, only one parent is eligible for parental leave at any given time.

- 11.8.2. For 9-month bargaining unit faculty, when a Qualifying Event occurs with more than five weeks remaining in the Fall or Spring semester, one BUFM parent must begin parental leave in that same semester. If, upon completion of the first BUFM parent's parental leave, more than five weeks remain in the Fall or Spring semester, then the second BUFM parent must begin and end their parental leave in that same semester. If, upon completion of the first BUFM parent's parental leave, less than five weeks remain in the semester, then the second BUFM parent may defer the beginning of parental leave in accordance with provisions in this article.
- 11.8.3. For 9-month bargaining unit faculty, when a Qualifying Event occurs with less than five weeks remaining in the Fall or Spring semester, then both BUFM parents may defer the beginning of the parental leave in accordance with provisions in this article. In such an instance, all parental leave must be completed within the next consecutive semester following the Qualifying Event.
- 11.8.4. The rules set out above concerning the use of parental leave when a Qualifying Event occurs in the summer semester shall apply in the case of two BUFM parents and the coordination of their leaves.
- 11.8.5. The decision of the Chair or Dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.

#### 11.9. Merit and Evaluation

- 11.9.1. All evaluation of teaching/librarian effectiveness, scholarly/creative activity, and service shall remain unaffected by parental leave except for in the manner described below. No negative impact shall occur in any evaluation as a result of parental leave.
- 11.9.2. For the purpose of annual performance review and merit evaluation, a BUFM who takes parental leave under this Article shall 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 Chair's/Director's evaluation shall include a description of the methods used for prorating.

#### 11.10. Tenure and Promotion

A probationary tenure-track BUFM 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.



12. Partial Unpaid Leaves (Temporary Fractional-Time Appointments)

- 12.1. The University may grant a Partial Unpaid Leave (50% appointment) to a BUFM for personal or professional reasons. The University is under no obligation to offer a Partial Unpaid Leave to a BUFM, however, and no BUFM is obligated to accept such a leave if offered.
- 12.2. 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 BUFM and her/his Dean. A copy of the agreement shall be sent to the BGSU-FA and to the Provost.
- 12.3. While on a Partial Unpaid Leave, the BUFM shall assume a work assignment that is half of a normal work assignment for a BUFM in the BUFM's rank, department/school, and discipline. This work assignment includes teaching/librarian effectiveness, scholarship, and service, each of which shall be equivalent to fifty percent of a normal assignment for that BUFM.
  - 12.3.1. The BUFM on a Partial Unpaid Leave shall earn a salary equal to 50% of the BUFM's current base salary.
  - 12.3.2. All benefits provided by the University shall remain current throughout the Partial Unpaid Leave and shall continue to be based on the BUFM's current base salary, where legally permitted. The BUFM 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 BUFM and the University shall be based on actual pay received.
  - 12.3.3. 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 evaluation by the chair/director should include a description of the method(s) of prorating that were used.
  - 12.3.4. Criteria for promotion to the next rank that specify a certain rate of performance in a specified number of years shall be prorated.
  - 12.3.5. Service requirements for Faculty Improvement Leaves shall be pro-rated such that each semester on Partial Unpaid Leave shall count for one-fourth

of an academic year of service. BUFMs are not eligible to apply for or take Faculty Improvement Leave while on Partial Unpaid Leave.

13. Paid Vacation Leave

13.1. Academic Year Bargaining Unit Faculty

BUFMs on an academic year (nine-month) contract shall not be eligible for paid vacation. Such BUFMs are eligible for all breaks and holidays as scheduled during the academic year.

13.2. Twelve-month BUFMs

13.2.1. BUFMs on a full-time 12-month appointment accrues twenty-four (24) days of vacation per fiscal year.

13.2.2. Paid vacation is accrued at the rate of two (2) days or sixteen (16) hours for each calendar month of active pay status. BUFMs on leave of absence without compensation shall not accrue paid vacation during these periods of unpaid leave. BUFMs on Faculty Improvement Leave (“FIL”) do not accrue paid vacation while on FIL.

13.2.3. 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.

13.2.4. Paid vacation must be earned before being taken, unless otherwise authorized in advance by the BUFM’s Dean and approved by the Office of the Provost.

13.2.5. 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.

13.2.6. Paid vacation must be requested as far in advance as possible for approval by the appropriate Chair/Director or Dean.

13.2.7. After one year of service, upon separation of service, payment of accrued and unused paid vacation shall be made to the BUFM 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).

13.2.8. Paid vacation usage shall be reported at the college-level in accordance with university procedures.

13.2.9. If a BUFM dies during active service, the accrued but unused paid vacation balance shall 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 scholarly/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 BUFM is assigned and carries out any or all of the following duties: instruction, instructional service, advising, and scholarly/creative activity.

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

- 5.1.1.1. name, department/school, title of project;
- 5.1.1.2. indication whether it is a scholarly/creative proposal or a professional development proposal;
- 5.1.1.3. indication of semesters requested for leave;
- 5.1.1.4. specify nature and amount of external support, and current status of arrangements and how this shall affect plans for the leave.

### 5.1.2. Proposal

- 5.1.2.1. precise and specific description of the activities planned while on leave; indicate the procedures and time-table that shall be followed and the prior arrangements that have been made;
- 5.1.2.2. detailed explanation of how these activities shall either enhance the faculty member's professional capabilities in teaching/librarian effectiveness, scholarly/creative activity, or service or strengthen the academic program of the University;
- 5.1.2.3. a specific plan for the format and content of a report to be submitted to the President upon completion of the leave;
- 5.1.2.4. A current curriculum vitae;
- 5.1.2.5. A brief statement from Chair/Director indicating her/his knowledge of the application; and
- 5.1.2.6. A letter from a colleague or Chair/Director or other evidence that 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 shall maintain a template for BUFMs to access.

## 5.2. Application Procedures

- 5.2.1. The tenured Faculty Member shall submit the application electronically to the Office of the Provost. The deadline for submitting the application is the first Monday in October. The Provost shall forward them to the Faculty Development Committee for review and evaluation.

5.2.2. The applicant also shall file information copies with the Chair/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 Provost 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 Provost, in consultation with the appropriate Chairs/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 Provost 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 department/school staffing needs, the Provost shall attempt to arrange a leave for the following academic year.

6.3.3. When leave is denied, a letter shall be sent by the Provost 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. BUFMs 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 Unity 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. Sick Leave and Vacation Leave

When a BUFGM is on an approved faculty improvement leave, there shall be no accumulation of sick leave (Article 21, Section 8.1.3) or vacation leave (Article 21, 13.2.2).

7.3.3. Retirement

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

Two-semester leave—the BUFGM 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.

7.3.4. Merit

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

7.3.5. Fee Waivers

The application of the fee waiver benefit is maintained.

8. Reports

In keeping with the Ohio Revised Code, BUFGMs 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, 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

### **SCHOLARSHIP, CREATIVE ACTIVITY, 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 shall assist and support BUFMs in the development and administration of viable external grants, provide professional development activities such as grant writing workshops, and assist BUFMs 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. BUFMs shall 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, BUFMs shall obtain the concurrence of their Chair/Director and make arrangements so that instructional goals are met.
4. All BUFMs are eligible to apply for internal or external grants. The University shall not use a BUFM'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. Funds to Incentivize and Support Externally Funded Research
  - 5.1. A pilot program shall be established for the contract period that incentivizes a Principal Investigator's (PI) initial externally funded grant awards of \$50,000 or more at BGSU. The total bonus shall be shared among the BGSU faculty members who are PIs or Co-PIs on the grant award. A bonus of 1% of the grant (minimum bonus of \$1,000 and maximum bonus of \$10,000) shall be provided for an initial externally funded grant of \$50,000 (direct costs) or more with Facilities and Administration (F&A or indirect costs) greater than 0% awarded to BGSU. BGSU faculty members who have received startup packages of \$50,000 or more shall be eligible for a bonus of 1/2% of the grant (minimum bonus of \$500 and maximum bonus of \$5,000). Bonuses shall be distributed at the successful completion of the grant. A faculty member may receive no more than one award under the guidelines of this section, but would be eligible for an award in section 5.2.
  - 5.2. A pilot program shall be established for the contract period that incentivizes faculty members who have already received externally funded grant awards of \$50,000 (direct costs) or more while at BGSU. The program is designed to encourage PIs who have already had success obtaining external funding to consider seeking larger awards. The total bonus shall be shared among the BGSU faculty members who are PIs or Co-PIs on the grant award. A bonus of 1% of the grant (minimum bonus of \$1,000 and maximum bonus of \$10,000) shall be

provided for an externally funded grant with F&A (indirect costs) greater than 0% awarded to BGSU when the new grant award (direct cost) is either (a) 50% larger than any previous award the PI has received or (b) greater than or equal to \$1,000,000. BGSU faculty members who have received startup packages of \$50,000 or more shall be eligible for a bonus of 1/2% of the grant (minimum bonus of \$500 and maximum bonus of \$5,000). Bonuses shall be distributed at the successful completion of the grant. A faculty member may receive no more than one award under the guidelines of this section.

- 5.3. Five per cent (5%) of the available F&A (indirect costs) from externally funded grants shall be directed to the PI's professional development account which can be spent at the discretion of the PI for appropriate and approved expenses. BGSU faculty members who have received startup packages of \$50,000 or more shall be eligible for two and one-half per cent (2.5%) of the available F&A (indirect costs) from externally funded grants to be directed to the PI's professional development account which can be spent at the discretion of the PI for appropriate and approved expenses.
6. To further support the production and dissemination of scholarly and creative work, the University shall maintain a joint review committee consisting of three (3) members appointed by the BGSU-FA and three (3) members appointed by the University. The joint review committee shall meet no less than every three months to review the policies and processes related to scholarship/creative activity and grants and shall advise the VPRED on topics identified by the joint review committee or the VPRED regarding methods for making the University more effective and responsive in supporting faculty scholarship/creative activity. These topics may include but are not limited to: (a) maintaining, enhancing, and assessing the University's investment in research and grants; (b) exploring, recommending, implementing, and assessing all pilot programs established to promote and expand external funding; and (c) exploring, recommending, implementing, and assessing initiatives established to recognize faculty success in external funding.
7. All considerations of, and ultimate approval for, grants shall be made by the Provost 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/librarian effectiveness and scholarly/creative activity.
2. The University and the BGSU-FA are committed to supporting awards that recognize the accomplishments of Bargaining Unit Faculty Members.
3. To the extent that funds are available, and in accordance with procedures and criteria established by each department/school and college, all BUFMs shall be eligible to receive funds from their department/school and/or college to support professional development activities, including but not limited to reimbursement for travel expenses.
4. 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 BUFMs 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.
5. The Parties shall establish a joint committee composed of three (3) representatives from the BGSU-FA and three (3) representatives from the Administration, or another mutually agreed upon number of equal representatives, to examine issues pertaining to the availability and allocation of professional development funds including, but not limited to the following topics: (a) establishing a common definition of professional development and professional development funding, (b) the availability and allocation of professional development funding, (c) the feasibility of college-wide policies and procedures for the distribution of professional development funding, and (d) the feasibility of the centralization of professional development funding. The committee shall issue its findings, report and recommendations to the Provost and President of by the BGSU-FA no later than the end of the 2016-17 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 (BUFMs). To that end, the University encourages and supports the creation, development, expression, and dissemination of intellectual property created by BUFMs.
- 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 BUFM to ensure that intellectual property obtains appropriate and timely legal protections, and that the respective rights of the BUFM 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. BUFMs 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 shall retain the right to use the material for his or her own noncommercial purposes.
- 2.3. BUFMs 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 BUFM 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 BUFM 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, and musical compositions.

- 2.4.1. Material created for ordinary teaching use in the classroom and in department/school programs, such as course syllabi, teaching materials, assignments, and examination materials, and without substantial support from the University (as defined in Section 2.5), shall remain the property of the faculty author, but the University shall be permitted to use such materials exclusively for administrative purposes (e.g., satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions, program review). When specifically authorized in writing by the author(s), the University may also use such materials for other purposes.
- 2.4.2. An electronic copy of the syllabus shall be provided to the Chair/Director at the beginning of each semester/term.
- 2.4.3. Bargaining Unit Faculty are encouraged to share their syllabi and other course materials with other faculty members to provide consistent and current curriculum, mentor new faculty, and ensure quality academic offerings by all instructors. The University shall not use this information for purposes other than those in Section 2.4.1.

## 2.5. Substantial Support

Notwithstanding any disclaimer of copyright elsewhere in this Article, the BUFM and the University shall be joint owners of any copyrightable work created by a BUFM with substantial support from the University. In such instances, the BUFM 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 BUFM’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 BUFM 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. Distance Learning Materials Created with the Substantial Support of the University.

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 BUFM developing copyrightable distance learning materials created with substantial support of the University an undivided co-equal ownership interest in the entire work, except as described in Section 2.6.2.5.

- 2.6.2.1. The University and the BUFM developing copyrightable distance learning materials developed with substantial support of the University shall negotiate in advance, in a written agreement initiated and prepared by the University, using a form developed jointly by the University and BGSU-FA. At the time substantial support is offered, the agreement shall clearly articulate the allocation of specific ownership rights, obligations, priority to teach, 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 BUFM 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 BUFM and the University shall both retain a non-exclusive license to use distance learning materials in educational settings, even if the BUFM 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. Except as provided in 2.6.2.6, in the absence of such a written agreement, distance learning materials developed by a BUFM in the course and scope of employment are works for hire and the copyrights of which are owned by the University.
- 2.6.2.6. Distance learning materials developed prior to this Agreement and for which a written agreement was not completed will be considered undivided co-equal ownership by the University and the BUFM.
- 2.6.2.7. In all instances, the BUFM and the University will both retain a non-exclusive license to use distance learning materials in educational settings, even if the BUFM leaves the University.
- 2.6.3. Distance Learning Materials Created Without the Substantial Support of the University

For purposes of this section, distance learning materials created by BUFMs without substantial support of the University remain the property of the BUFM, 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. If the applicable grant or contract is silent regarding copyright ownership, then the University and the BUFM shall 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 BUFM 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. BUFMs 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 BUFM at the request or assignment of the University shall be owned by the University.
  - 3.3. Any trademarks created by the BUFM 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 scholarly/creative activity 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 BUFM 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 BUFM and the University shall take steps reasonably necessary to preserve the patentability of inventions and shall refrain from premature disclosure.
- 4.5. BUFMs 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 BUFM(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 (7½) years after the patent issues, the University elects not to maintain or otherwise market the invention, then the University shall assign ownership to the BUFM(s) who had input in the inventions while retaining a royalty-free license to use the invention for non-commercial purposes. If the BUFMs decline ownership, then the University may assign ownership to any other party, and failing such assignment, the patent shall become abandoned and the invention shall 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) shall 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 scholarly or creative endeavors of the inventor(s), and fifty percent (50%) to the University. The University shall maintain distributions of a BUFM'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 Members teaching distance learning courses shall be provided the necessary training consistent with the needs of the member and the nature of the technology.
- 2.2. Any major changes to the technology or course (learning) management system that supports distance and face-to-face learning shall be reviewed and recommended as determined by the University. Before making any such major changes, however, the University shall solicit input and recommendations from the appropriate faculty bodies (e.g., Faculty Senate, BGSU-FA, Undergraduate Council, Graduate Council).
- 2.3. The University shall provide technical assistance and training only for the course (learning) management system it has approved and adopted. To help maximize student success and ensure the University's compliance with regulations (e.g., the Americans with Disabilities Act of 1990), faculty shall use the approved course (learning) management system when teaching BGSU courses.

#### 3. Office Hours

A BUFM teaching a distance learning course may hold some of the normally expected office hours online.

#### 4. Distance Learning Committee

- 4.1. The Parties shall establish a joint Distance Learning Committee composed of three representatives from the BGSU-FA and three representatives from the Administration, or another mutually agreed upon number of equal representatives.
- 4.2. The Distance Learning Committee shall provide recommendations to the BGSU-FA and Administration on establishing the written agreement specified in Article 25, Section 2.6.2.1, and a process for implementing the written agreement, that

shall confirm in advance the ownership of copyrightable distance learning materials when substantial support is provided by the University no later than December 1, 2016. The joint approval of the Provost and President of the BGSU-FA is required for any change in practice.

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 and President.
  - 1.4. There is a normal expectation that faculty who meet the qualifications listed above shall 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.
  - 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 Chair/Director. In the case of posthumous nominations, the request may be initiated by a member of the deceased faculty member's department/school, or by the faculty member's Chair/Director, or by the Dean. The Chair/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 BUFMs, 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 Chair/Director) to the Dean. If the Chair/Director disagrees with the unit faculty's recommendation, the reasons for disagreement shall be stated in writing.
  - 2.4. The Dean shall review each nomination, including the recommendations of the department/school BUFMs 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 BUFMs, 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 BUFMs' recommendation, the Chair's/Director's recommendation, the Dean's recommendation, and the committee's recommendation) to the Provost.
- 2.6. The Provost shall make the final recommendation, after due consideration of all of the materials. The Provost 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 scholarship 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, 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/school, and who are leaving full-time administrative service. The designation carries no salary supplement. Office arrangements and related support shall be coordinated by the Provost 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. 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 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 on each nomination.

- 2.1.3. For nominations for the Distinguished Research Professor or Distinguished Professor of the Arts, the Provost 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 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 on each nomination.
- 2.1.4. Nominations for Distinguished University Professor shall be sent to the Provost 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 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 on each nomination.

## 2.2. Recommendations

- 2.2.1. The Provost, 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. 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 BUFGM 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.
  
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 BUFGM.



## 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, scholarly/creative activity, and service, and includes activities that may or may not involve external compensation.
2. BUFMs 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 BUFM’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 BUFM is under contractual obligation to BGSU (for example, during a member’s 9-month or 12 month contractual period), a BUFM may also engage in consulting, outside scholarship, 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 BUFM 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 BUFM is under contractual obligation to BGSU (for example, during a member’s 9-month or 12-month contractual period), if the BUFM 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 BUFM’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, BUFMs may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

6. BUFMs 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. BUFMs are personally responsible for any damages or claims for damages which may arise in connection with their outside professional activities.

## ARTICLE 31

### **EXTRAORDINARY REVIEW PROCESS FOR TENURED FACULTY**

1. The Extraordinary Review process is collaboratively designed to provide assistance, when needed, to tenured faculty members determined to be underperforming so that they may meet the professional expectations established by their academic units and realize continued career growth and professional success. The process seeks to identify the underlying cause(s) of underperformance and remedy them in a developmental manner.
  - 1.1. The Extraordinary Review process is a joint administration/faculty process that identifies concerns with the job-relevant performance of tenured faculty members and, where appropriate, establishes a plan (viz., a Performance Improvement Plan) to resolve those concerns in order to promote faculty success.
  - 1.2. The process is designed to be developmental, flexible, collaborative, and sensitive both to different expectations in different disciplines and changing expectations at different stages of faculty careers.
  - 1.3. Any proposed remedy should strive to use the least intrusive means necessary to achieve the desired result.
  - 1.4. The Extraordinary Review process is intended to serve as an alternative to the disciplinary process. The development and implementation of a Performance Improvement Plan is expected to be used rarely and only in cases of particular urgency.
  - 1.5. Overall, the Extraordinary Review process clearly recognizes the critical role tenure plays in academic freedom, the pursuit of scholarship and teaching, including sensitive and/or controversial topics, and the assurance of the continued high level of performance of Bargaining Unit Faculty Members following the receipt of tenure.
2. AAUP Principles Applied to Extraordinary Review of Tenured Faculty

The BGSU-FA and the University recognize that in some instances tenured faculty members may fall short of meeting their professional obligations. Therefore, the Extraordinary Review process is directed only at those individuals: it is a “targeted review” in which individual performance concerns are identified and remedied. The Extraordinary Review process is not a blanket, comprehensive post-tenure review of all tenured faculty that is engaged on a cyclical basis.

- 2.1. Extraordinary Reviews are developmental and for the purpose of improving faculty performance. They are not to be punitive (e.g., to target a faculty member who is performing at an acceptable level or higher but who is identified as “disagreeable”) or used to accomplish other goals of the academic unit, college, or university (e.g., downsizing or restructuring). The Extraordinary Review process is separate from the disciplinary process (see Article 12), although in extremely rare

occasions, the former could precede the latter. These reviews are intended to be supportive, and identify and resolve the underlying causes of under-performance.

- 2.2. BUFGMs shall participate in the development and implementation of Extraordinary Reviews.
  - 2.2.1. If it is determined that a formal developmental plan is required, that plan must be a product of mutual discussion/negotiation between the Chair/Director and the affected faculty member (see Section 4.2).
  - 2.2.2. The availability of Extraordinary Review does not preclude more informal methods of resolving performance issues.
- 2.3. Extraordinary Reviews are not reevaluations or revalidations of tenure, nor shall they be used to shift the burden of proof from an institution's administration (to show cause for dismissal) to an individual faculty member (to show cause for retention). Notwithstanding the foregoing, the fact a member has had an Extraordinary Review does not preclude the initiation of disciplinary action (Article 12) based on matters that led to the Extraordinary Review.
- 2.4. Extraordinary Reviews must be conducted according to standards that protect academic freedom, the quality of education, and due process.

### 3. Events that May Initiate the Extraordinary Review Process

An Extraordinary Review of a tenured faculty member may be initiated for one or more of the following "triggering" events:

- 3.1. Receiving a rating of "unacceptable" from unit faculty (not the Chair/Director) in any area of performance (teaching/librarian effectiveness, scholarly/creative activity, service) during the annual review process. Failure to meet expectations for merit does not necessarily indicate an "unacceptable" rating. An "unacceptable" rating is presumed to occur infrequently as it indicates a pattern of performance that is below an ordinary and acceptable level and warrants attention. Definitions of "Unacceptable" shall be determined by the unit faculty and Chair/Director with the approval of the Dean.
- 3.2. Loss of an "external" status (e.g., appropriate level of graduate faculty status, professional credentialing status) that would affect the faculty member's ability to fulfill assigned responsibilities.
- 3.3. The faculty member's Dean may request an extraordinary review based on a documented, significant concern regarding a job-related performance issue and/or serious and credible complaints from members of the university community.

### 4. Process of Extraordinary Review

The process of Extraordinary Review should be consistent with Sections 1 and 2 of this Article.

- 4.1. If the Extraordinary Review process is initiated by individuals other than unit faculty (see Sections 3.2 and 3.3) evidence shall be presented to the Joint Professional Development Committee (JPDC) to determine whether an Extraordinary Review should occur. The JPDC shall consist of two appointees from the BGSU Administration and two from the BGSU-FA who shall act in good faith and a fair-minded fashion to assess the evidence. The faculty member shall be provided three business days to submit a rebuttal letter to be considered by the JPDC. A majority of votes is required to proceed with an Extraordinary Review.
- 4.2. Once a triggering event has occurred that warrants the need for an Extraordinary Review, the affected faculty member and the Chair/Director should engage in a good faith negotiation to resolve the performance concern(s) that initiated the Extraordinary Review process. Receiving an “unacceptable” rating can result in a wide range of actions depending on the amount of remediation deemed to be required. Possible options include, but are not limited to (a) no action, (b) an informal conversation with no formal action or documentation, (c) an informal discussion and agreed upon solution that is documented in writing by the Chair/Director, with a copy provided to the faculty member, (d) the development of a Performance Improvement Plan with or without assistance (including referral to resources and leave options), (e) the faculty member requesting a change of duties or reallocation of effort (at the discretion of the administration), or (f) change of duties or reallocation of effort assigned by the administration.
- 4.3. If the faculty member and Chair/Director cannot agree on a suitable option, both the Chair/Director and faculty member shall independently forward their recommendations to the Joint Professional Development Committee (JPDC) within ten (10) business days.
  - 4.3.1. The JPDC shall review both sets of recommendations and arrive at a majority decision regarding which aspects of either recommendations by the faculty member or Chair/Director, or the JPDC’s own recommendations, should be forwarded to the Dean. If there is no majority, all recommendations are forwarded to the Dean.
  - 4.3.2. The JPDC shall submit its recommendation to the appropriate Dean, who shall determine the scope and appropriate actions of the Extraordinary Review.
5. Nature of Performance Improvement Plan

Should the faculty member and Chair/Director agree that the most appropriate option is to develop a Performance Improvement Plan (“Plan”) to help the faculty member meet the professional expectations established by the faculty member’s academic unit, the resulting plan should be the product of a good faith discussion and negotiation between the faculty member and the Chair/Director.

  - 5.1. The plan should identify metrics for meeting “acceptability” or progress toward acceptability in the following year(s), including a follow-up schedule with specific

dates and clearly defined goals or products. Because professional scholarly undertakings often require time to develop and complete, the faculty member and Chair/Director should develop a timeline and/or milestones that are reasonable for successful completion.

- 5.2. The Chair/Director shall prepare a written Plan in collaboration with the faculty member. The Plan shall be signed by the faculty member and the Chair/Director and approved by the Dean and Provost. The existence and content of the plan shall remain confidential to the extent allowable.
  - 5.3. The Plan shall be deemed successful when the Chair/Director and faculty member agree that the faculty member has accomplished the goals of the Plan. For example, if the triggering event was an “unacceptable” rating from the unit faculty, the Plan would be deemed successful if the faculty member receives no ratings of “unacceptable” during the subsequent review. The Dean, as contracting officer, shall make the final determination that remediation has been successful and shall inform the faculty member in writing.
6. Consequences if Performance Improvement Plan is Unsuccessful
- 6.1. If, at the end of the timeline of the Plan or after established milestones the Chair/Director still believes that the faculty member has not satisfied the Plan, the Chair/Director and faculty member may, by mutual agreement, recommend to extend or modify the Plan. The extension or modification of the Plan must be approved by the Dean and Provost.
  - 6.2. If, at the end of the timeline of the plan or after established milestones the Chair/Director still believes that the faculty member has not satisfied the Plan, and the Chair/Director and faculty member cannot agree to extend or modify the Plan, then the Chair/Director and faculty member independently shall submit evidence to the JPDC. The JPDC shall assess the information provided and provide a written recommendation as to whether the Plan should be considered successful or unsuccessful. The JPDC’s recommendation shall be determined by majority vote. The evidence provided by the Chair/Director and faculty member and JPDC recommendation shall be forwarded to the Dean, who shall determine whether the Plan has been accomplished. If there is no majority, all recommendations are forwarded to the Dean.
  - 6.3. A good faith effort should be made to achieve the successful completion of the Plan and the consideration of alternative solutions. Failure to successfully complete the Plan may result in disciplinary action (Article 12).
7. A BUFM who disagrees with the conclusion that the Performance Improvement Plan is unsuccessful may seek recourse through the Grievance and Arbitration Procedure (Article 13) following the established timelines.
8. The BUFM is expected to participate in the Extraordinary Review process in accordance with the terms of this Article. Failure to do so may result in the initiation of disciplinary action (Article 12).

## ARTICLE 32

### FACULTY FITNESS FOR DUTY

1. Fitness for Duty Evaluation
  - 1.1. This Article establishes the non-disciplinary procedures by which the University may evaluate a Bargaining Unit Faculty Member's fitness for duty and, whenever possible, assist the BUFGM in addressing any issue(s) that may be identified. The University and the BGSU-FA are committed to providing a safe, efficient, and productive working environment for the benefit of the University community and the public. The University and the BGSU-FA agree that BUFGMs are expected to be fit for duty when they are performing work for the University and that BUFGMs are expected to perform their job responsibilities in an effective and safe manner at all times. The University and the BGSU-FA agree that BUFGMs who are not fit to perform their duties may have a detrimental impact on themselves, on other members of the University community, and/or on the public.
  - 1.2. The University and the BGSU-FA agree that the process described in this article is non-disciplinary and intended to identify and potentially address any issue that may be having an impact on a BUFGM's fitness for duty. The University and the BGSU-FA also agree that the need for a fitness for duty evaluation of a BUFGM is a serious matter and should only take place when the University's ability to provide a safe, efficient, and productive working environment is at risk.
  - 1.3. Various issues may be identified and addressed that affect a BUFGM's fitness for duty. Observations that may trigger the need to evaluate a BUFGM's fitness for duty include, but are not limited to: a noted deterioration in coordination, dexterity, concentration, memory, alertness, vision, hearing, speech or hygiene; apparent drug or alcohol abuse; a marked and concerning change in work-related behavior; or suicidal and/or threatening statements.
2. A BUFGM's fitness for duty may be evaluated when a BUFGM is:
  - 2.1. Having substantial difficulty performing his/her duties effectively and/or in a manner that is safe for the BUFGM, for other members of the University community, or for the public, as observed and reported by a University employee, student, and/or member of the public and as verified by a Faculty Administrator. (For the purposes of this Article, a Faculty Administrator is defined as a non-member of the bargaining unit who has faculty rank and holds an administrative appointment at the level of Chair/Director or higher in the University's administrative structure, and is supervisory to the affected faculty member); or
  - 2.2. Posing an imminent and/or serious threat to self or others, as determined by a Faculty Administrator.

### 3. Procedures

- 3.1. A Faculty Administrator who receives reliable information that a BUFM is not performing his/her job responsibilities in an effective and/or safe manner, or through personal observation believes a faculty member is not performing his/her duties in an effective and/or safe manner, shall validate and document the information or observations as soon as is practicable.
- 3.2. In some circumstances, a Faculty Administrator, in his/her discretion, may address a short term concern about a BUFM's fitness for duty by sending the BUFM home for the remainder of the day. In these circumstances, the Faculty Administrator shall meet with the BUFM upon his/her return to work to confirm that any short term concern has been resolved.
- 3.3. The Faculty Administrator shall discuss the information or observations with the BUFM at the earliest possible time and he/she shall encourage the BUFM to explain his/her actions, and/or to correct any errors of fact contained in the Faculty Administrator's description of those actions. The Faculty Administrator shall advise the BUFM before each meeting that he/she can have a representative (e.g., a family member, BGSU-FA representative, trusted advisor) present at these meetings.
  - 3.3.1. If, after discussing the matter with the affected BUFM, the Faculty Administrator determines that an evaluation of the BUFM's fitness for duty is needed, the Faculty Administrator shall immediately notify the affected BUFM that additional steps are being contemplated. The Faculty Administrator shall discuss options with the BUFM and shall advise the BUFM that his/her agreement is needed before a fitness for duty evaluation shall be initiated. The Faculty Administrator shall contact the Provost, or his/her designee, as soon as reasonably possible after he or she determines that further evaluation of the BUFM's fitness for duty is needed. The Provost, or his/her designee, shall contact the Office of Human Resources and the BGSU-FA.
  - 3.3.2. If, after discussing the matter with the affected BUFM, the Faculty Administrator determines that the BUFM is an immediate danger to him/herself, to others, or to University property, the Faculty Administrator shall direct the BUFM to leave the work place, immediately contact the Bowling Green State University Police Department, and, after any safety issues have been addressed, contact the Office of Human Resources, the Provost, and, with the consent of the BUFM, the BGSU-FA.
  - 3.3.3. If, after discussing the matter with the affected BUFM, the Faculty Administrator has a reasonable belief that a crime may have been committed, the Faculty Administrator shall immediately contact the Bowling Green State University Police Department for assistance.



- 3.4. Based on the information provided by the Faculty Administrator, the Provost or his/her designee, in consultation with a representative from the Office of Human Resources, shall assist the Faculty Administrator in determining whether a fitness for duty evaluation is required and, if so, the type of evaluation and the type of health service provider needed to make the evaluation. (For the purpose of this Article, health service provider is defined as a doctor of medicine or osteopathy, clinical psychologist, psychiatrist, advanced practice registered nurse, licensed professional clinical counselor, or other medical service provider who is licensed to practice in the state of Ohio or in the state in which the employee resides, if the BUFM resides outside the state of Ohio, and has the necessary competencies to evaluate the issue(s) identified.)
- 3.5. After consultation with the Provost, or his/her designee, and a representative from the Office of Human Resources, the Faculty Administrator shall provide information concerning the fitness for duty evaluation to the BUFM. The Faculty Administrator shall also provide the BUFM with a copy of this Article and inform the BUFM that he/she may consult with the BGSU-FA concerning the fitness for duty evaluation. Within five (5) working days, the BUFM shall decide whether to undergo the proposed fitness for duty evaluation. If the BUFM decides not to undergo the proposed fitness for duty evaluation, the Administration has the discretion to take appropriate action (see Section 7).
- 3.6. If the BUFM agrees to undergo the fitness for duty evaluation, the Provost, or his/her designee, may, in his/her discretion either return the BUFM to his/her regularly assigned duties or place the BUFM on paid leave for the duration of the fitness for duty evaluation. The Provost, or his/her designee, shall notify the BGSU-FA if a BUFM is placed on paid leave for the duration of a fitness for duty evaluation.
- 3.7. When the Office of Human Resources and Faculty Administrator determine that a fitness for duty evaluation is required and the type of health service provider needed to make the evaluation is identified, the BUFM shall have an opportunity to designate a qualified health service provider from among providers who have the necessary competencies to evaluate the issue(s) identified.
  - 3.7.1. The Office of Human Resources shall provide a form for the designated health service provider to complete to certify whether the BUFM is fit for duty and, if applicable, any conditions of return to work. The form shall include a description of the circumstances leading to the request for evaluation and a list of the faculty member's job responsibilities. The BUFM shall provide the appropriate consent and release so that the Office of Human Resources may communicate with the health service provider as necessary.
  - 3.7.2. The University is responsible for the cost of the fitness for duty evaluation to the extent that such assessment is not covered by the BUFM's health insurance.

- 3.7.3. The Office of Human Resources shall inform the Provost whether or not the health service provider has determined that the BUFM is fit for duty and, where applicable, of any conditions of return to work.
  - 3.8. Where the health care provider determines that the BUFM is fit for duty, the Provost, in his/her discretion, may request a second independent certification provided by a health service provider selected by the University. The University shall be responsible for the cost of the second health service provider's evaluation to the extent that such assessment is not covered by the BUFM's health insurance.
  - 3.9. If the second health service provider agrees that the BUFM is fit for duty, that determination shall be final regarding the BUFM's fitness for duty. If the first and second health service providers come to different conclusions about whether a BUFM is fit for duty, the BUFM may request a third evaluation by a health service provider mutually agreed upon by both previous health service providers. The University and the BUFM shall share the cost of the fitness for duty evaluation completed by the third health service provider to the extent that such assessment is not covered by the BUFM's health insurance. The third health service provider's determination shall be final regarding the BUFM's fitness for duty. If the final determination is that the BUFM is not fit for duty, the BUFM can make use of available sick leave, vacation, or other paid or unpaid leave(s) that may be available pursuant to University policy and applicable law. Prior to returning to work, the BUFM shall present a written determination from a health service provider that the BUFM is fit to return to work.
4. Once a BUFM agrees to undergo a fitness for duty evaluation, the BUFM shall comply with all aspects of the fitness for duty evaluation process including, but not limited to, furnishing necessary consent and release forms to the health service provider and, if applicable, any conditions of return to work. Noncompliance by the BUFM may result in disciplinary action up to and including termination pursuant to Article 12 (Disciplinary Action) of this Agreement.
5. Any document containing medical information about a BUFM, including fitness for duty evaluations, is considered a medical record. These documents are confidential and are maintained in the Office of Human Resources in a file separate from the BUFM's personnel file.
6. This Section is not intended to be used as a substitute for routine performance evaluations of faculty pursuant to University policies or this Agreement.
7. This process is not required prior to action by the University pursuant to Article 12 (Disciplinary Action) of this Agreement. Any grievance or arbitration related to this Article would be limited solely to a review of the procedural requirements set forth in this Article. The University and the BGSU-FA also agree that a faculty member's decision not to undergo a fitness for duty evaluation is not in and of itself a basis for action by the University pursuant to Article 12 (Disciplinary Action) of this Agreement.

## **ARTICLE 33**

### **BGSU FIRELANDS**

1. The University and the BGSU-FA agree that the physical separation of the Firelands and Bowling Green campuses has resulted in historical challenges to the integration of the faculty at BGSU Firelands into the larger university community.
2. To address these challenges, the Parties shall establish a joint committee composed of an equal number of representatives from the BGSU-FA and the Administration; Each Party shall have representatives from both campuses. The joint committee shall collect information as necessary to identify barriers to promoting collaboration between the campuses on matters such as: (a) engagement in curricular matters that affect students and academic programs; (b) access to University-wide services, professional development, and wellness initiatives; and (c) representation on committees and participation in other forms of shared governance and the life of the University. As appropriate, the joint committee shall issue recommendations for eliminating those barriers or ameliorating their effects.
3. The joint committee shall issue its findings and recommendations in the form of a report to the University and the BGSU-FA no later than November 1, 2017.
4. The University and the BGSU-FA also recommend that the Faculty Senate, Administrative Staff Council, and the Classified Staff Council be invited to participate on this joint committee to identify barriers and offer recommendations of integration, access, etc. that are outside the purview of this Agreement.

## **ARTICLE 34**

### **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. The academic calendar shall comply with guidelines established by the Ohio Department of Higher Education:  
<https://www.ohiohighered.org/calendar-conversion/definition>
    - 1.1.2. The academic calendar shall include both a 9-month academic year and a summer session.
    - 1.1.3. The University shall inform the University community of the academic calendar at least 12 months prior to its start date.
    - 1.1.4. The University shall post starting and ending dates for 9-month faculty contract period appointment concurrently with the academic calendar.
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, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day; Presidents' Day and Columbus Day may be observed on alternative days.
  - 2.2. When a holiday falls on a Saturday or a Sunday, it shall 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 shall 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 35**

### **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 shall 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 36**

### **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 37

### **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 through June 30, 2019 (the expiration date), and shall continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) calendar 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 shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification to the Agreement not less than seventy-five (75) calendar 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 shall normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.
  
  - 2.2. Negotiation sessions shall 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 shall 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 shall 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 shall 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 shall 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 shall 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) shall 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) calendar 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 (a) exigent circumstances that were unknown at the time of negotiations; or (b) 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.

## **ARTICLE 38**

### **WINTER SESSION**

**(Approved September 11, 2017 by BGSU-FA;  
Approved October 13, 2017 by BGSU Board of Trustees)**

#### 1. Teaching Opportunities

- 1.1. No BUFM is guaranteed a teaching assignment during the Winter Session. No BUFM can be required to teach during the Winter Session. Winter Session course offerings and their staffing will be recommended by the academic unit's Chair/Director, based on student/programmatic needs, in cooperation with the Office overseeing Winter Session, and following the University's "Guidelines for Assigning Winter Session Courses." The Guidelines shall provide criteria for determining a qualified pool of faculty to be considered for a Winter Session course offering. Criteria shall include interest, expertise, and experience required to teach the course; rank and seniority may not be used to determine the qualified pool of faculty.
- 1.2. The Labor-Management Committee shall provide recommendations to the Provost and President of the BGSU-FA for the University's "Guidelines for Assigning Winter Session Courses" no later than February 15, 2018. Final approval of the Guidelines rests with the Provost and President of the BGSU-FA.
- 1.3. Teaching assignments will be made by the Chair/Director and communicated to the faculty.
- 1.4. Faculty may teach no more than six credits in no more than three distinct course sections during Winter Session. In unique circumstances, requests for an exception to the maximum teaching load may be submitted to the Dean.
- 1.5. The University shall provide the President of the BGSU-FA a list of all courses taught by adjunct/part-time faculty that indicates whether the courses are organized course sections no later than the end of the Fall Semester and Spring Session, and no later than the end of each Summer Session and Winter Session.

#### 2. Intersession Teaching and Academic Year Load

- 2.1. Winter Session courses are not part of the standard academic year load for BUFM.
- 2.2. When requesting a Winter Session course assignment, a BUFM may submit a written request to their Dean and Chair/Director that the Winter Session course be counted as part of their academic year load during the academic year in which the Winter Session course would occur. There is no obligation for the University to count the course as in-load. The decision will be made by the Dean.

- 2.3. When considering Winter Session course assignments, the Dean may submit a written offer to a BUFM that the Winter Session course be counted as part of their academic year load during the academic year in which the Winter Session course would occur. There is no obligation for the BUFM to accept the offer (see Article 38, Section 1.1).
  - 2.4. The decision about whether an under-enrolled Winter Session course can be counted as part of an academic year load will be made by the Dean.
  - 2.5. The Labor-Management Committee shall recommend to the Provost and the BGSU-FA President, for their joint approval, appropriate deadlines for items including, but not limited to, BUFM requests, Dean responses to requests, offers from Deans, BUFM responses to offers, and Dean's decisions.
3. Winter Compensation for Courses Not Taught In-Load
    - 3.1. For Winter Session courses, BUFM will be paid 1/38 of their base nine-month salary per winter credit hour taught.
    - 3.2. The University may cancel a Winter Session course if minimum enrollment numbers are not reached. BUFM may refuse to teach a course if it does not reach minimum enrollment.
    - 3.3. The University may offer under-enrolled courses to BUFM at a reduced compensation rate based on the BGSU Summer AY16 Proration Schedule.
    - 3.4. If, after signing the Winter Session teaching contract, enrollment subsequently decreases, the BUFM is guaranteed the prorated salary corresponding to the enrollment level when the BUFM signed the contract. If enrollment subsequently increases, the BUFM shall be compensated based on the increased enrollment.
    - 3.5. Should a BUFM choose not to teach a prorated course, the University shall follow the Winter Session teaching policy and may offer the prorated teaching opportunity to another qualified person.
  4. Parental Leave Use During Intersession
    - 4.1. When a BUFM's parental leave begins at the start of the Fall Semester, the first day of classes for the Fall Semester shall be considered the first day of parental leave.
    - 4.2. When a BUFM who is not teaching during the Winter Session starts parental leave at the beginning of the Spring Semester, the first day of classes for the Spring Session shall be considered the first day of parental leave.
  5. Expectations of Nine-Month BUFM Who Do Not Teach During Winter Session

- 5.1. BUFM hired on a nine-month contract are expected to work during the regular academic year, which now includes the Fall Semester, Winter Session, and Spring Session.
- 5.2. Historically, BUFM have used the time between the end of Fall Semester classes and the beginning of Spring Semester classes to perform work-related activities in the areas of teaching/librarian effectiveness, scholarly/creative activity, and/or service. It is understood that BUFM who do not teach during Winter Session will continue these activities.
- 5.3. Two business days immediately preceding the Spring Session class start date, BUFM will be available for university, college, and/or academic unit meetings. These meetings may or may not be called. If meetings are called, attendance is considered a scheduled obligation.

**APPENDIX I**

**PLAN A, MEDICAL BENEFITS [REFERENCED IN ARTICLE 18]**

<b>Bowling Green State University Plan A -PPO</b>		
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Plan Year / Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
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 Removal from plan end of month	
Benefit Period Deductible – Individual/Individual plus one/Family <sup>1,2</sup>	\$200 / \$400 / \$600	\$400 / \$800 / \$1,200
Coinsurance	85%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Individual/Individual plus one/Family <sup>3</sup>	\$800 / \$1,600 / \$2,400	\$2,400 / \$4,800 / \$7,200
<b>Physician/Office Services</b>		
Office Visit – Primary Care Physician (Illness/Injury) <sup>4,6</sup>	\$20 copay, then 100%	60% after deductible
Office Visit – Specialist Physician (Illness/Injury) <sup>4</sup>	\$35 copay, then 100%	
Urgent Care Office Visit <sup>4</sup>	\$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
<b>Preventive Services</b>		
Routine Physical Exams <sup>4</sup>	\$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) <sup>4</sup>	\$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
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
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
<b>Outpatient Services</b>		
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
<b>Outpatient Services</b>		
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 <sup>5</sup>	\$100 copay, then 85%; no deductible	
<b>Inpatient Facility</b>		
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
<b>Additional Services</b>		
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
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health Services and Substance Abuse Services	85% after deductible	60% after deductible
Mental Health and Substance Abuse Physician's Office Visit <sup>6</sup>	\$20 Copay; then 100%	60% after deductible

Outpatient Mental Health and Substance Abuse Services	85% after deductible	60% after deductible
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Note: Non-Contracting Hospitals, Freestanding Ambulatory Surgical Facilities, Skilled Nursing Facilities, Home Health Care and Hospice Providers shall pay the same as Non-Network.

Benefits shall 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 shall 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 shall 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 copayments. Thus, by utilizing network providers, you avoid the potential for being billed for amounts in excess of your deductibles and copayments.

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<sup>1</sup>Deductible expenses incurred for services by a network provider shall only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider shall only apply to the non-network deductible out-of-pocket limits.

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

<sup>3</sup>Coinsurance expenses incurred for services by a network provider shall only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider shall only apply to the non-network coinsurance out-of-pocket limits.

<sup>4</sup>The office visit copay applies to the cost of the office visit only.

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

<sup>6</sup>List 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**

**PLAN A, PRESCRIPTION DRUG BENEFITS [REFERENCED IN ARTICLE 18]**

Summary of Prescription Benefit Plan Bowling Green State University

Your prescription drug benefit coverage is bundled with your medical plan option, and provides coverage for members of Medical Plan A as follows:

<b>PPO Plan</b>			
	Any network pharmacy excluding Walgreens		Falcon Health Center Pharmacy, CVS/pharmacy or CVS Caremark Mail Service Pharmacy
	Price of one 30-day refill	Price of three 30-day refills	Price of one 90-day supply
Generic drugs	\$6	\$18	\$12
Preferred brand drugs	20% (\$100 max)	20% (\$300 max)	20% (\$300 max)
Non-preferred brand drugs	40% (\$125 max)	40% (\$375 max)	40% (\$375 max)
Oral Contraceptives	\$0 at Falcon Health Center Pharmacy or through CVS Caremark Mail Service Pharmacy (generics only)		
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.			

The Plan A Prescription Drug Plan shall continue to cover generic oral contraceptives at no cost to the Bargaining Unit Faculty Member at the Falcon Health Center Pharmacy or through CVS Caremark Mail Service Pharmacy. Effective January 1, 2017 and for the duration of the agreement, the Plan A Prescription Drug Plan shall allow plan participants to access other prescription contraceptives at the discounted rate provided through Plan A’s Prescription Benefits Manager at network retail locations only. Lifestyle medications such as erectile dysfunction and infertility medications are available to plan participants at the discounted rate provided through Plan A’s Prescription Benefit Manager at network retail pharmacies only.

**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 and have a lower co-insurance than for the non-preferred medications. This list of drugs is determined based on the pharmacists and a group of independent doctors at the insurance carrier level. The current Preferred Drug List can be located at any time on the insurance carrier’s website and the OHR website.

- Non-preferred (or non-formulary) medications are not on the Preferred Drug List and co-pay/co-insurance is higher.

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.

BGSU reserves the option to add an additional pharmacy drug classification for specialty medications. If added, the member out of pocket provisions shall match the in force brand drug specifications. The specialty classification may include additional utilization restrictions including but not limited to: restricted specialty pharmacy network, prior authorization and step therapy protocols, and specific drug exclusions. Prior to any decisions to add this new drug classification, the Administration shall seek the input and recommendations of the President's Advisory Council on Health, Wellness, and Insurance/Joint Health Care Committee.

### **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 shall contact the non-network pharmacy and request the transfer to the participating retail pharmacy for you.

**APPENDIX III**

**PLAN A, DENTAL BENEFITS [REFERENCED IN ARTICLE 18]**

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 shall provide you with additional information about your dental plan, including information about plan exclusions and limitations. The percentages below shall 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 shall 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*
<b>Class I Benefits-Diagnostic &amp; Preventative</b>		
<b>Diagnostic and Preventative Services</b> -includes exams, cleanings, fluoride, and space maintainers	100%	100%
<b>Emergency Palliative Treatment</b> -to temporarily relieve pain	100%	100%
<b>Sealants</b> -to prevent decay of permanent teeth	100%	100%
<b>Radiographs</b> -X-rays	100%	100%
<b>Periodontal Maintenance</b> -Cleanings by a specialist	100%	100%
<b>Class II Benefits-Basic Services</b>		
<b>Minor Restorative Services</b> -fillings and crown repair	80%	80%
<b>Endodontic Services</b> -root canals	80%	80%
<b>Periodontic Services</b> -to treat gum disease	80%	80%
<b>Oral Surgery Services</b> -extractions and dental surgery	80%	80%
<b>Other Basic Services</b> -misc. services	80%	80%
<b>Relines and Repairs</b> -to bridges and dentures	80%	80%
<b>Class III Benefits-Major Services</b>		
<b>Major Restorative Services</b> -crowns	50%	50%
<b>Prosthetic Services</b> -includes bridges, implants and dentures	50%	50%
<b>Class IV Benefits-Orthodontic Services</b>		
<b>Orthodontic Services</b> -includes braces	100%	100%
<b>Orthodontic Age Limit</b> -	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 shall be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you shall 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 website 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 shall 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 BUFMs who choose the dental plan and COBRA enrollees.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the calendar year in which they turn 24 if eligible to be claimed by you as a dependent

under the U.S. Internal Revenue Code during the current calendar year and your same-sex domestic partner.

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 or separately on individual application, but not both. Your dependent children may only be enrolled on one application. Delta Dental shall not coordinate benefits if you and your spouse are both covered under the BGSU Dental Plan.

Benefits shall cease at the end of the month the BUFM becomes ineligible.

**APPENDIX IV**

**EMPLOYEE-PURCHASED VISION INSURANCE [REFERENCED IN ARTICLE 18]**

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.

<b>Benefit</b>	<b>Description</b>	<b>Copay</b>	<b>Frequency</b>
<b>WellVision Exam</b>	Focuses on your eyes and overall wellness	\$10	Every calendar year
<b>Prescription Glasses</b>		\$25	See frame and lenses
<b>Frame</b>	Allowance for a wide selection of frames 20% off amount over your allowance	Included in Prescription Glasses	Every other calendar year
<b>Lenses</b>	Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children	Included in Prescription Glasses	Every calendar year
<b>Lens Options</b>	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average 35-40% off other lens options	\$50 \$80 - \$90 \$120 - \$160	Every calendar year
<b>Contacts (Instead of glasses)</b>	\$130 allowance for contacts and contact lens exam (fitting and evaluation) 115% off contact lens exam (fitting and evaluation)	\$0	Every calendar year
<b>Diabetic Eyecare Program</b>	Services related to type 1 diabetes. Limitations and coordination with medical coverage may apply.	Applicable	As needed
<b>**Your Coverage with Non Vendor Providers may result in higher co-pays and additional charges</b>			

**APPENDIX V**

**COST OF CHOICE A LIFE AND DISABILITY INSURANCE**

**[REFERENCED IN ARTICLE 19]**

**Highlights of Life Insurance and Long-Term Disability**

**Bowling Green State University**

**Basic Life Insurance**

Bargaining Unit Faculty Members are provided BGSU paid life insurance in the amount of 1.5 times basic annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$125,000.

**Optional Life Insurance**

BUFMs are provided the option to purchase additional life insurance in the amount of one, two, three, four or five times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$300,000.

**Basic AD&D Insurance**

BUFMs are provided an amount equal to the amount of basic life insurance for which the employee is insured under the group policy.

**Long-Term Disability**

Bargaining Unity Faculty Members are provided a Long-Term Disability (LTD) plan paid for by the university in the amount of 60% of their monthly earnings to a maximum benefit of \$3,000 per month. Your payment may be reduced by deductible sources of income. Some disabilities may not be covered or may have limited coverage under this plan. For additional information regarding specific details of the plan to include reduced benefits, maximum periods of payment, and other limitations, please refer to the plan documents in the OHR website.

**APPENDIX VI**

**OPTIONAL LIFE INSURANCE RATES [REFERENCED IN ARTICLE 19]**

Summary of Optional Life Insurance Rates

Current Life and LTD plans have guaranteed rates from 1/1/2015 – 12/31/2017. Changes in rates may occur as of 1/1/2018 due to claims experience. Any changes in rates shall be brought to PACHWI/JHCC for review and discussion of possible market review.

Age	Rates/\$1,000 of coverage/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	\$2.00 per month



## APPENDIX VII

### BARGAINING UNIT FACULTY MEMBER FEE WAIVER POLICY

[REFERENCED IN ARTICLE 19]

#### INTRODUCTION:

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

#### POLICY:

##### **I. Full-Time BUFM**

- A. Eligibility.** For the purposes of this policy, a BUFM is defined in Article 2 (Recognition). BUFMs are eligible to utilize the fee waiver the first semester following the full-time date of hire.
- B. Benefit.** Courses may be completed either on an audit or grade basis. The fee waiver shall 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. A fee waiver cannot be used to retake a course for which an "F" grade was previously awarded.
- C. Procedure.**
  - 1. The BUFM completes the online Employee Fee Waiver Application, which is located in the my.bgsu portal.
  - 2. The Supervisor is notified electronically and certifies that the BUFM's course enrollment shall not interfere with the discharge of duties as a University BUFM. In order to avoid interruptions on the job, BUFMs should, whenever possible, register for courses outside their regular work schedule. When this is not applicable BUFMs may, with the approval of their Supervisor, 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 application is then electronically forwarded to the Office of Human Resources for processing. An Employee Fee Waiver Application must be completed for every semester in which the BUFM is registered for courses.

5. An incomplete Employee Fee Waiver Application shall not be processed by the Office of Human Resources. It shall be pushed back to the BUFM for completion.
6. The Employee Fee Waiver Application process can begin at least eight weeks prior to the start of the academic semester for which the fee waiver is being applied. However, no applications shall be processed for retroactive semesters and therefore must be received in OHR by the last date of the semester applied for. Anyone submitting an application after the semester begins shall be responsible for any late fees.
7. The BUFM enrolls in coursework through the Office of Registration and Records.
8. The BUFM's enrollment shall not prevent a regularly registered student from attending the course.
9. *A BUFM may not receive fee waiver benefits as both a BUFM and as a dependent in any academic year.*

**D. Responsibility for Fees**

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

**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, BUFMs should refer to IRS Publication 970 for the most current information on the taxability of employer-provided educational assistance).
3. If a BUFM'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 shall 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 BUFMs of one University may enroll in courses at the other University. This arrangement covers BUFMs only and does not include waivers for dependents. The instructional and general fees are waived when the following conditions apply:

- a) The BUFM 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 BUFM is eligible for the maximum number of credit hours allowed pursuant to this policy. In other words, a BUFM cannot utilize the maximum number of credit hours at both BGSU and the University of Toledo.*
3. BGSU BUFMs must contact the Office of Human Resources to prepare a fee waiver for courses at the University of Toledo. It is the BUFM'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 BUFMs.

### **POLICY:**

#### **I. BUFMs' Dependents**

- A. Eligibility.** For the purposes of this policy, BUFM is defined in Article 2 (Recognition).
- B. Benefit.** Dependents of BUFMs 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 BUFM'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. A fee waiver cannot be used to retake a course for which an "F" grade was previously awarded. *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 BUFM'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 BUFM or the BUFM's spouse or same-sex domestic partner is the legal guardian or custodian.

**D. Procedure**

1. The BUFM must complete the online Dependent Fee Waiver Application, which is located in the my.bgsu portal.
2. The Supervisor is notified electronically and certifies the Dependent Fee Waiver Application and the application is then electronically forwarded 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 shall not be processed by the Office of Human Resources. It shall be pushed back to the BUFM for completion.
4. The Dependent Fee Waiver Application process can begin at least eight weeks prior to the start of the academic semester for which the fee waiver is being applied. However, no applications shall be processed for retroactive semesters and therefore must be received in OHR by the last date of the semester applied for. Anyone submitting an application after the semester begins shall be responsible for any late fees.
5. The dependent enrolls in coursework through the Office of Registration and Records.
6. *A dependent may not receive fee waiver benefits as both a BUFM 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 BUFM (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 shall 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 BUFM**

- A. Eligibility.** The widow/widower or child of a deceased BUFM (deceased while actively employed at BGSU) is eligible to receive fee waiver benefit. The dependent(s) must be the dependents of the BUFM at the time of death. The spouse/same-sex domestic partner of a deceased BUFM 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 BUFM 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).

## **ATTACHMENT #1**

### **PREAMBLE TO JUST CAUSE DOCUMENT AND “JUST CAUSE”**

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: (a) whether a cause for discipline exists and (b) 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, s/he 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.