

**AGREEMENT**

**Between**

**Youngstown State University**

**and**

**The Youngstown State University  
Chapter of the Ohio Education Association**

**2017 - 2020**

# YSU-OEA Agreement 2017–2020

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## **Article 1 Preamble**

**Agreement:** This is an Agreement by and between YOUNGSTOWN STATE UNIVERSITY (hereinafter referred to as the “Administration”) and the YOUNGSTOWN STATE UNIVERSITY CHAPTER OF THE OHIO EDUCATION ASSOCIATION (hereinafter referred to as the “Association”). The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of the members of the bargaining unit specified herein.

This Agreement shall constitute the sole and entire agreement between the parties with respect to matters set forth herein. All policies, practices, or procedures in conflict with the provisions hereof shall be discontinued. The provisions of this Agreement shall take precedence over any policies, practices, or procedures that are inconsistent with its terms. Such inconsistent policies, practices, or procedures shall be rendered null and void.

## **Article 2 Recognition and Scope of Unit**

**2.1: Exclusivity:** The Administration recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit described below. An employee may request the presence of an OEA representative at an investigatory interview with YSU. An employee who wishes to bring a representative other than an OEA representative to a meeting with YSU can seek permission to do so from YSU. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts. The parties agree to cooperate with each other in the administration and the enforcement of this Agreement.

**2.2: Scope of the Unit:** The bargaining unit shall include the following:

- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duty is teaching and/or scholarship, which includes all full-time faculty under the types of contracts listed in Article 30.2, and faculty on prorated contracts because the effective date of appointment falls within the academic year.
- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duties include both teaching and directing or coordinating academic activities and/or programs.
- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duties include both teaching and performing non-supervisory administrative assignments.

**2.3: Exclusions:** The bargaining unit shall not include, and benefits provided by this Agreement shall not apply to, the following:

- adjunct faculty, including those who are offered part-time instructional appointments.
- part-time faculty who do not hold adjunct status.
- heads/directors of non-academic departments or programs.
- administrators at the level of department chairs, directors of schools, and above, including but not limited to assistants to the deans, assistant and associate deans, deans, assistant and associate vice presidents, vice presidents, assistants to the president, and the president.
- athletic coaches.

- faculty members serving on Extended Teaching Services (ETS) under the provisions of Article 17 of the 2008-2011 Agreement or Article 19 of the 2011-2014 Agreement.
- Director of Faculty Relations.

**2.4: Definition:** The terms “faculty,” “faculty member,” “full-time department faculty member,” and “member of the bargaining unit” wherever used in this Agreement are to include only those faculty members who are included in the bargaining unit pursuant to this Article 2.

**2.5: Administrative Participation in Department Matters:** Administrators other than Department Chairs who hold earned rank and tenure in an academic department shall be eligible to participate in recommendations on personnel matters (e.g., promotion, tenure, selection of Department Chair) unless, by virtue of their administrative responsibilities, they can shape, affect, or alter the outcome of such recommendations beyond the department.

### Article 3

#### Term of Agreement

**3.1 Term:** This Agreement is effective at Midnight on August 18, 2017 and shall expire at 11:59 p.m. on August 17, 2020.

**3.2 Successor Agreement:** On or before December 15, 2019, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than January 15, 2020, to negotiate with respect to a successor Agreement.

### Article 4

#### Salaries, Salary Increments, and Rates of Pay

**4.1: Salary Minima for Ranks:** There shall be five (5) ranks among the full-time teaching faculty. For the life of the 2017-2020 Agreement, each rank shall have a salary minimum for nine-month contracts as follows:

Professor	78,474
Associate Professor	67,015
Assistant Professor	54,038
Senior Lecturer	47,500
Lecturer/Instructor	41,489

**4.2a: Salary Increases:** Each continuing member of the bargaining unit shall receive a salary increase for each academic year within the term of this Agreement.

For the 2017-18 academic year, the increase shall be 2% of the previous nine (9) month salary.

For the 2018-2019 academic year, the increase shall be 2.5% of the previous nine (9) month salary.

For the 2019-2020 academic year, the increase shall be 2.5% of the previous nine (9) month salary.

Salary increases are subject to the salary minima provided by Article 4.1.

- 4.2b: STRS “Salary Reduction Pick-Up”:** The University will continue the STRS “Salary Reduction Pick-Up” implemented on September 15, 1984. This means that the University will continue to reduce each faculty member’s salary by the amount of the STRS employee contribution and with the amount of salary reduced, pay the employee’s contribution as an employer’s contribution to STRS. The “Salary Reduction Pick-Up” will be uniformly applied to all members of the bargaining unit as a condition of employment and will be uniformly applied to all payments made by the University to all members of the bargaining unit. If subsequent changes in STRS regulations, state or federal law, or governing state or federal tax regulations nullify the “Salary Reduction Pick-Up,” the “Salary Reduction Pick-Up” will cease in accordance with the revised regulations or law, and the University will have no residual obligation to members of the bargaining unit related to the “Salary Reduction Pick-Up.” The Salary Ranges specified in Article 4.1 above shall apply to faculty salaries before the application of the STRS “Salary Reduction Pick-Up.” The “Salary Reduction Pick-Up” shall be applied to any other payments made by the University during the term of this Agreement, excluding Distinguished Professorship Awards.
- 4.2c: Alternative Retirement Program (ARP):** For faculty members selecting the ARP implemented January 1, 1999, the University shall reduce their salary to 90% of stated contract salary and shall contribute 10% of their salary to the ARP on their behalf. The University shall also contribute a designated amount to the ARP as well as the mandatory contribution to STRS.
- 4.3: Promotion:** During the term of this Agreement, each person who is promoted in academic rank shall receive a salary increase as follows:
- For promotion to Senior Lecturer: \$2,400  
For promotion to Assistant Professor: \$2,400  
For promotion to Associate Professor: \$3,900  
For promotion to Professor: \$5,400
- 4.4: Distinguished Professorship (DP) Awards:** Each year, up to twenty-four (24) persons shall be selected as Distinguished Professors. These shall be allocated as follows: eight (8) on the basis of excellence in teaching, eight (8) on the basis of excellence in scholarship, eight (8) on the basis of excellence in service. Any unfilled slots in these categories may be used in another category at the discretion of the selection committee, described below.

Overall contributions to the University in teaching, scholarship, and service will be considered as defined in Appendix C. However, for the purposes of this Article only, service will also include public service, which means discipline-related public service or community-associated professional activities consistent with the University’s mission and goals statement.

Eligibility for DP Awards shall be restricted to faculty members in the bargaining unit. Faculty on Term contracts for fewer than five years or on Visiting or Postdoctoral contracts are not eligible for DP Awards.

One may nominate oneself for a DP Award or may be nominated by another, so long as the nominator is not a student at the time nominations are made. The deadline for nomination is January 20. Nominations shall be in the form of a letter addressed to the Office of the Provost indicating the name, rank, and department of the nominee, a brief narrative supporting the candidate’s nomination, and a statement of the category for which the candidate is nominated. Nominees will be notified by January 25 of their candidacy and shall provide an abridged curriculum vitae of up to three (3) pages in length, and up to ten (10) additional pages of supporting information or materi-

als by February 1. Additional letters of support are not required but may be submitted in excess of the ten (10) pages of support materials. Nominees, who fail to return the required additional documents prior to the deadline and letters of recommendation received after the deadline, will not be forwarded to the committee for consideration.

If the individual has received a previous DP Award in a category for which he or she is nominated, the content of the abridged CV and supporting information or materials must reflect only the time since receipt of the most recent previous award in that category. The Chair shall be notified by the Provost of those faculty members in his/her department who have been nominated and shall be given the opportunity to make recommendations upon those individual nominations. Individuals are restricted from consideration for a DP Award in the same category no sooner than the third (3<sup>rd</sup>) year since previously receiving an award in that category (e.g., if an individual receives a Distinguished Professorship Award in Teaching in 2017-2018 academic year, that individual could not be nominated for an award in this category until the 2020-2021 academic year). Being selected for a DP Award in one category does not prohibit an individual from being awarded a DP Award in another category in a subsequent year. There shall be no other limit on the number of times an individual may receive the award.

DP Award recipients shall be selected through a two-stage selection process. By February 1 each college shall elect a Distinguished Professor Review Committee of no fewer than three (3) and no more than five (5) members, with the actual number of members for each college determined by the Dean. The Dean shall solicit nominations from the full-time faculty within the college and hold an election to determine who shall comprise the committee.

By February 20 the college-level Distinguished Professor Review Committee shall forward their recommendation on each of the nominees in ranked order, with written rationale for the ranking, to a university-level Distinguished Professor Selection Committee. The latter committee shall be comprised in the following manner. Each Dean shall submit the names of the three (3) individuals who received the highest number of votes to the Provost and the YSU-OEA President who shall alternate selection to complete a committee with representation from all of the six colleges. The seventh member of the committee and its Chair shall be the Provost or the Provost's designee. Faculty members nominated for a DP Award and the nominators are ineligible to serve on a college-level DP Review Committee or the university-level DP Selection Committee during the year of their nomination. Furthermore, recipients of a DP Award are ineligible to serve on a college-level DP Review Committee or the university-level DP Selection Committee in the year following the award. The Provost and Union President must announce the names of DP Selection Committee members by February 15th.

By March 20 the university-level Distinguished Professor Selection Committee shall have completed their deliberations and made final determination of award recipients. Furthermore, the committee shall provide a one-paragraph summary of excellence in the given category for each award recipient. The summary shall include rationale supporting the award and shall be publicly released at the announcement of the awards and read at the spring semester Faculty Awards Dinner. The Provost shall notify all nominees of the committee determination by April 1.

Each Distinguished Professor Award recipient shall receive a \$2,500.00 monetary award to be split equally between a one-time lump sum payment to be made by June 1 and an increase to the base pay of the faculty member's base salary at the beginning of the following contract year. Should a faculty member resign or retire prior to the beginning of the next contract year the faculty member shall receive the entire award payment in a one-time lump sum payment.

**4.5: Distinguished Professor:** Faculty members who have received the Distinguished Professor Award in all three areas will be eligible to apply for the special title of Distinguished Professor. Application shall be made by letter to the Provost along with verification of the required number of Distinguished Professor Awards. A faculty member receiving the title of Distinguished Professor shall also receive a cash award of \$3,000 before June 1. As with the DP Award, this cash award can be split equally between a one-time lump sum payment and an increase to the base pay of the faculty member's base salary during the following fiscal year, provided that the faculty member is still actively employed by the University. Any retiring or resigning faculty member shall be paid the full amount.

**4.6: Summer Assignments:**

1. General: Summer teaching assignments within a department shall generally be offered on a rotating basis so that all full-time members of the department shall have summer teaching opportunities equally without preference as to rank, contract type, tenure status, and years of service subject to the need of the department for teaching.

If an individual's assigned course does not meet the required minimum enrollment and the course is not taught as a result, the individual will be considered as having received a summer teaching opportunity. An individual may not teach in the summer as a substitute for teaching in one or more of the regular academic year semesters.

2. Summer teaching assignments shall be offered to full-time faculty over part-time faculty.
3. Written notice of assignment to summer teaching will be sent to the faculty on or about March 1 of each year; if the faculty member plans to accept the assignment, he/she shall notify the Administration within two weeks after receipt of the notice of assignment. Formal contracts will be provided to faculty by the end of the second week classes are in session.
4. Effective Summer 2018, each bargaining unit faculty shall be compensated for summer teaching as follows:
  - a. Faculty teaching undergraduate courses with enrollment of 15 or more as of 6:00 a.m. on the first day of the class shall receive \$2,250 per teaching hour.
  - b. Faculty teaching undergraduate courses with enrollment of 11 through 14 as of 6:00 a.m. on the first day of the class shall be paid \$1,900 per teaching hour.
  - c. Undergraduate courses with enrollment of 10 or fewer as of 6:00 a.m. on the first day of the class may be canceled or compensated as a conference course. If the course is offered, faculty shall be paid 1,550 per teaching hour. Courses can be canceled at the discretion of the administration up until the first day of the summer session.
  - d. Faculty teaching graduate classes and graduate/undergraduate swing classes with enrollment of 9 or more as of 6:00 a.m. on the first day of the class shall receive \$2,250 per teaching hour.
  - e. Faculty teaching graduate or swing courses with enrollment of 7 or 8 as of 6:00 a.m. on the first day of the class shall be paid \$1,900 per teaching hour.
  - f. Graduate or swing courses with enrollment of 6 or fewer as of 6:00 a.m. on the first day of the class may be canceled or compensated as a conference course. If the course is offered, faculty shall be paid \$1,550 per teaching hour. Courses can be canceled at the discretion of the administration up until the first day of the summer session.

- g. For courses in which WH is already enrollment-defined on a per capita basis during the academic year, the faculty member shall be compensated at a rate of \$2,250 per workload hour.
- h. For web-based courses and those without set days or times, 6:00 A.M. on the first Tuesday of the summer session in which the course is offered shall be considered the census date.

**4.7: Initial Appointment:** An individual may be appointed at a salary and academic rank appropriate to his/her experience and qualifications as determined by the Administration with due consideration of the rank, salary, years of service, and qualifications of other faculty members in the department.

**4.8: Overload Pay:** A faculty member who is assigned and completes an overload assignment as defined below shall be paid \$1,250 for each WH of overload performed.

A tenured or tenure-track faculty member shall not, without his/her consent, be assigned more than twenty-four (24) WH during the two semesters of any academic year or more than seventeen (17) WH during any semester. A Lecturer or Senior Lecturer shall not, without his/her consent, be assigned more than thirty (30) WH during the two semesters of any academic year or more than seventeen (17) WH during any semester, or the equivalent, where WH are calculated according to the terms of the 2017-2018 academic year. Faculty members who accumulate more than the WH limits described in this Article shall receive overload compensation as provided for in this Article. A faculty member shall be free to accept or reject without prejudice any overload assignment above the WH limits described in this Article. For full-time faculty employed for only a part of the academic year, overload compensation shall be paid for an assignment of more than seventeen (17) WH in a semester.

A faculty member also qualifies for overload payment when he/she substitutes for a colleague upon the written direction of the Department Chair. For such service, the substituting faculty member shall be paid a sum to be prorated in accordance with this Article, whether or not the additional load raises the faculty member above the WH limits specified in this Article. For purposes of computation, one (1) full week of classes equals one-sixteenth (1/16) semester. However, the Chair may assign a faculty member to serve as a substitute for up to three (3) contact hours per academic year without overload payment. In instances in which there is only one faculty member qualified to teach a course, the Chair may require the faculty member to serve as a substitute. This includes summer term in cases in which the substitute faculty member is under contract or with the faculty member's permission.

A faculty member shall not be assigned more than 800 Student Credit Hours (SCH) in any given semester unless he/she teaches no more than three (3) courses. The full-time faculty in a given department shall not average more than 600 SCH per full-time equivalent bargaining unit member per semester unless a majority of the full-time faculty in the department votes to waive the restriction.

If a faculty member receives or is included in a grant from a source outside the University as a result of a grant proposal request approved in advance by the Administration, and if the approved grant provides for an overload payment rate greater than \$1,250 for each WH of overload performed, the higher rate of pay shall govern, providing the higher rate conforms to the guidelines



and/or regulations of the granting authority and/or applicable state or federal regulations. Payment will be made on the last payday of the academic year in which the overload was completed. Reassigned time that has been properly approved by the Dean and the Provost does not preclude overload payment.

- 4.9: Salaries for Faculty on Grants:** If a faculty member receives a grant from a source outside the University as a result of a grant proposal/request approved in advance by the Administration and if the approved grant provides for a nine-month salary or any fractional part of the nine-month salary to be higher than the faculty member's regular salary or for summer pay higher than the rate of summer pay established by Article 4.6, the higher salary or rate of pay shall govern, providing the higher salary or rate of pay conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. The higher salary or rate of summer pay shall last only for the duration of the grant; at the termination of the grant-supported activity, the faculty member's salary shall revert to the level it would have been if the individual had not been awarded the grant. The higher salary or rate of pay shall be contingent upon actual receipt by the University of grant funds approved by the granting authority to support the salary or pay differential and fringe benefit costs related thereto.
- 4.10: Certification Deficiency:** If an individual appointed to the faculty during the term of this Agreement lacks the certification, training, education, or experience required for the conferral of tenure, the University's expectations shall be specified in writing in the transmittal letter of initial appointment. Such formal requirements will not be modified during the faculty member's probationary service unless a change is agreed to mutually and reduced to writing.
- 4.11: Externally Funded Chairs:** For faculty members who are appointed to an externally funded Chair, the provisions of Article 4.1 shall not apply, and the salary increases specified in Article 4.2 shall be minimum increases.
- 4.12: Intra-University Transfer:** A member of the bargaining unit is entitled to apply for a position in any academic department without being required to resign. An individual who applies for a position in an academic department, who is offered the position, and who agrees to accept the offer shall be considered as having voluntarily transferred; and he/she shall retain his/her tenure and all years of service, including the year of application. The individual shall receive the salary of the new position; there shall be no decrease in salary or rank.
- 4.13: Faculty Supplement for International Field Classes:** Full-time faculty engaged in teaching regular for-credit YSU courses at international sites shall be subject to all applicable Agreement provisions (syllabus, office hours, returning graded work to students, etc.). Faculty shall be subject to University regulations regarding flexibly scheduled classes (if applicable). Faculty shall be free to accept or reject such teaching assignments without prejudice. Should the international field course trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.8. In addition to overload pay (if applicable), participating faculty members shall receive supplemental pay of up to a maximum of \$1,000 per course. The exact amount shall be determined jointly by the faculty member and the Administration. Factors that may be considered in determining the amount include duration of foreign travel, credit hours of the course, and number of students enrolled.

**Article 5**  
**Insurance Benefits**

**5.1: Summary of Coverage:**

- A. Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and unmarried-financially dependent children to age 26.
- B. Maintenance of Benefits/Open Enrollment:** Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix D of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.
- C. Working Spouse/Coordination of Benefits:**

**1. Working Spouse Coverage Obligations**

- a. As a condition of eligibility for coverage under the University's group medical and/or prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and/or prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in his/her Employer Coverage unless he/she is entitled to Medicare.

For purposes of this section, in instances where the spouse's employer makes no monetary contribution for Employer Coverage, such plans will not be considered to be Employer Coverage. This is intended to apply to situations in which the spouse is a current employee in a business, but not to situations in which the spouse is a business owner, including partner of a company and/or firm, is a self-employed individual (other than a sole proprietor) in a business, or retiree in a group medical and/or prescription drug insurance plan.

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$500 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's

Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. It is the employee's responsibility to advise the Plan via the University's Human Resources Office immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless he/she is exempt from this requirement in accordance with the exemptions stated in this section.
3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
4. If a bargaining unit member submits false material information or fails to timely advise the Plan via the Chief Human Resources Officer of a change in the eligibility of the employee's spouse for Employer Coverage within 30 days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least 30 days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
5. The details of the working spouse limitations and coordination of benefits requirements are available upon request from the Human Resources Office.
6. For purposes of salary deduction toward premium cost sharing, families in which both spouses are employed by YSU have the option either to be treated as only one employee, employee + one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
7. If one spouse works for YSU and the other does not, the children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee + 1 or family coverage.
8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) coverage upon submission of sufficient evidence, in accordance with the provisions of this article, of such coverage from another source.

- D. Coverage Levels and Additional Coverage Features:** The University will offer a plan with equal to or greater coverage as the SuperMed Plus plan as detailed in Appendix D. The University shall implement changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.10.
  - E. Booklets:** Eligible employees shall be able to access information regarding coverages online via the vendor's websites.
  - F. Health Care Budgets:** The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.
  - G. Wellness Program:** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.
- 5.2: Premium Sharing:** Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix D or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:
- A. Employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. For the plan year beginning July 1, 2017, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the University and the Association will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached. Once both sides agree to the flat percentage, it will be implemented by the University.
  - B. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates: Minimum 10%; Maximum 20%
  - C. Effective July 1, 2018 and thereafter, employees will contribute, via payroll deduction, 15% of the cost of Employee Only, Employee + One Dependent, and Family (Employee + two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rates or such calculation as detailed in Appendix D.
- Payments shall be deducted in equal amounts from each eligible bargaining unit member's semi-monthly paychecks.
- 5.3: Dental Coverage:** For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefit levels not less than those in the predecessor Agreement.
- 5.4: Vision Care:** For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefit levels not less than those in effect as in the predecessor Agreement.

- 5.5: Annual Physical:** Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician whether billed as medical or routine. A medical diagnosis will prevent full payment.
- 5.6: Second and/or Third Medical Opinions:** For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to any surgery. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.
- 5.7: Right to Alter Carriers:** The University has the right to self-insure, fully insure or change carriers as it deems appropriate, providing that the affected benefits remain comparable, but no less than present levels in each benefit category.
- 5.8: Health Care Advisory Committee (HCAC):** The University and the Association support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Association representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.
- 5.9: Section 125 and Premium Pass-Through Benefits:** The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.
- 5.10: Life Insurance — Retirees Conversion Policy:** Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.
- 5.11: Life Insurance — Active:** The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$250,000 for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.
- 5.12: Long-Term Disability Benefit Policy:** The University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under the Ohio Public Employees Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

- 5.13: COBRA Rights:** If a bargaining unit employee terminates his/her employment or separates from the University, the University will notify the employee of his/her right to choose to continue his/her healthcare plan under the federally mandated COBRA program.
- 5.14: Voluntary Long-Term Care Coverage:** The University will provide a bargaining unit member an opportunity to enroll in Long-Term Care coverage through payroll deduction at the employee's expense. Vendors will be selected from the analysis done by the Health Care Advisory Committee.
- 5.15: Voluntary Life Insurance Coverage:** The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense.
- 5.16: Coverage Eligibility for Approved Leaves:** The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

## **Article 6 Sabbaticals and Faculty Improvement Leaves**

- 6.1:** Introduction: In accordance with the provisions of Ohio Revised Code (O.R.C.) 3345.28, members of the bargaining unit may be granted leave to undertake further education, to carry on scholarship, to secure appropriate professional experience, or to perform discipline-related community service.

The purpose of this leave is to enhance the faculty member's performance in teaching, scholarship, and service to the University. The administration of this program is intended to be in full compliance with the provisions and revisions of the O.R.C., with applicable court decisions, and with all rules promulgated under the statutory authority of state agencies, including the State Teachers Retirement System. For faculty members who remain in the greater Youngstown area during the period of Sabbatical or Faculty Improvement Leave, leave-related income will be forwarded to the University within thirty (30) days after completion of leave.

For those faculty who are required to establish and maintain a residence outside the greater Youngstown area for three (3) months or longer during the leave period, leave-related income in excess of 150% of budgeted salary will be reported and forwarded to the Administration. Subsidy for travel related to leave activities shall not be included in this determination.

The faculty member's fringe benefits, STRS status, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. The restrictions on leave-related income shall not apply to income used by the faculty member to offset leave-related expenses; faculty members who have such income offsets shall file a report with the Administration, providing auditable documentation of leave-related income and offsets, within thirty (30) days following return from a Sabbatical or Faculty Improvement Leave. Provisions of Article 28.4 apply to non-leave related income for faculty on Sabbatical/FIL.

- 6.2: Duration, Pay, and Number:** A faculty member may be granted a Sabbatical for a given academic year or a Faculty Improvement Leave for a single term during the regular academic year. Individual on FIL shall receive 100% of regular salary. Faculty on a sabbatical leave shall receive salary according to the following schedule:

- For salaries up to \$70,000, the faculty member shall receive 100% of regular salary.
- For salaries between \$70,000 - \$77,777 the faculty member shall receive \$70,000.
- For salaries over \$77,777 the faculty member shall receive 90% of regular salary.

The Administration shall budget funds for ten (10) Sabbaticals and sixteen (16) Faculty Improvement Leaves for each year of this Agreement. At its discretion, the Sabbatical/FIL committee may recommend reallocation of the 10 Sabbaticals and 16 FILs, based on the nature of the applications reviewed.

**6.3: General Provisions:** Sabbatical and Faculty Improvement Leaves are to be regarded as two different types of leave. Faculty on Term and Visiting contracts are not eligible for Sabbaticals or for Faculty Improvement Leaves.

To be eligible for a Sabbatical leave, a faculty member must meet the following three (3) conditions: seven complete academic years of service performed at YSU since joining the full-time faculty or since the completion of any previous Sabbatical, three complete academic years of service performed at YSU since the completion of any previous Faculty Improvement Leave, and the submission of any required report detailing the faculty member's professional activities in any previously approved Sabbatical or FIL leave.

To be eligible for a Faculty Improvement Leave, a faculty member must meet the following two (2) conditions: have completed three academic years of service at YSU since joining the full-time faculty or since the completion of any previous Faculty Improvement Leave or Sabbatical and the submission of any required report detailing the faculty member's professional activities in any previously approved Sabbatical or FIL leave.

In case of a deferred leave, the intervening year(s) of service between approval of a Sabbatical/FIL and the year it is taken shall count toward the years required for any subsequent Sabbatical/FIL.

For such leaves, a year during which an earlier Faculty Improvement Leave or a Sabbatical was taken is not to be counted as service for Sabbatical/FIL purposes.

Normally, in academic departments with eight (8) or fewer members of the bargaining unit, no more than one (1) person may be on Sabbatical or Faculty Improvement Leave during any single semester; in departments with nine (9) to sixteen (16) members of the bargaining unit, no more than two (2) persons may simultaneously be on Sabbatical or Faculty Improvement Leave during any single semester; and in departments with seventeen (17) or more members of the bargaining unit, no more than three (3) persons may simultaneously be on Sabbatical or Faculty Improvement Leave during any given semester.

The Provost may approve additional Sabbatical and Faculty Improvement Leaves beyond these departmental limits when he/she determines that the needs of the department can still be met. For this calculation, the number of persons in any given department shall be the number of bargaining unit members under contract in that department as of the 15th day of the fall term of the academic year of application. The Administration shall make every reasonable effort to secure qualified temporary staff to cover a faculty member's responsibilities during a year for which he/she is approved for leave. Only if this effort fails shall the Administration defer a leave on the grounds that the faculty member's services are essential. Approved Sabbaticals or Faculty Improvement Leaves may only be deferred for up to one (1) year, or at the option of the faculty member, up to

two (2) years. Any such deferred leave shall not be counted against the following years' allotment of ten (10) Sabbaticals and sixteen (16) FILs. If a sabbatical/FIL section is deferred at the request of the administration or faculty, the year during the deferral counts towards the years in service for the next application for a sabbatical/FIL.

A recipient of a Sabbatical or Faculty Improvement Leave shall return to the University for a minimum of two (2) complete academic years following completion of a Sabbatical, and a minimum of one (1) complete academic year following completion of a Faculty Improvement Leave. If a faculty member resigns or retires from the University before the completion of the return period, he/she shall reimburse YSU the salary paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not less than two (2) years and not to exceed four (4) years. The final agreement is subject to approval by the Provost.

**6.4: Definitions:** For the purpose of this article, a faculty member is a member of the bargaining unit; academic years of teaching service are those fiscal years during which an individual was under a Tenure, Probationary, or Degree Completion contract and provided full-time service to the University during the fall and spring semesters.

**6.5: Procedures:** For Sabbatical and Faculty Improvement Leaves the following procedure is established. If any of the dates noted in this section of Article 6 falls on a weekend or holiday, the deadline for the pertinent materials or actions will be due on the first business day following the given date.

An applicant for leave under the provisions of this article shall complete an Application for Sabbatical or Faculty Improvement Leave and submit the form to his/her Chair no later than September 15 of the year preceding the academic year of proposed leave. If an applicant for a Sabbatical or Faculty Improvement Leave receives additional information relevant to his/her application after having applied, he/she may forward that information to the Provost for transmission to the Sabbatical/Faculty Improvement Committee, provided the information is given to the Provost no later than October 15.

The applicant shall indicate whether he/she wishes either a Sabbatical or a Faculty Improvement Leave. If the applicant seeks a Sabbatical but feels that the activities proposed could be modified to accommodate a Faculty Improvement Leave, he/she may submit separate requests for a Sabbatical and a Faculty Improvement Leave. Applicants for Faculty Improvement Leaves shall indicate the semester for which they seek the leave and if they will accept a leave if granted for the other semester. The Department Chair shall review all requests, shall make a written recommendation on each, shall forward all requests to the Dean by October 1, and shall provide a copy of the recommendation to the applicant.

The Sabbatical/Faculty Improvement Leave Committee shall be named by September 30. By October 15, the Dean shall forward all applications with his/her recommendations to the Sabbatical/Faculty Improvement Committee and shall provide a copy of the recommendation to the applicant.

The Sabbatical/Faculty Improvement Committee shall consist of seven (7) individuals. The Provost shall appoint four (4), two (2) of whom shall be members of the bargaining unit and former recipients of the Distinguished Professorship Award and/or Sabbaticals or Faculty Improvement Leaves. The President of the Association shall appoint the remaining three (3) committee members. Each academic college shall be represented on the committee. Current applicants for a



Sabbatical or Faculty Improvement Leave shall not be eligible to serve on the Sabbatical/Faculty Improvement Committee. An applicant shall appear before the Sabbatical/Faculty Improvement Committee to provide information and to answer questions concerning the leave application.

The Sabbatical/Faculty Improvement Committee shall select its own Chair, shall review applications and recommendations, shall submit its recommendations to the Provost, and shall notify all applicants of its recommendations by November 15. By December 15, the Provost shall notify all applicants of the disposition of their application(s) and announce the names of leave recipients. Individuals whose names are deleted from the list shall have the opportunity to meet with the Provost and the President of the Association for explanations. Added and deleted names shall be forwarded to the committee. The Sabbatical/Faculty Improvement Committee will designate three (3) ranked alternates for the Sabbaticals and one (1) alternate for the Faculty Improvement Leaves. An alternate will be offered a leave if a person originally recommended does not accept the leave.

A faculty member whose request for a Sabbatical or Faculty Improvement Leave has been deferred by the Administration shall be notified of such deferral February 1.

- 6.6: Appeal:** An individual who has been denied a Sabbatical or Faculty Improvement Leave after being recommended by the Sabbatical/Faculty Improvement Committee may file an appeal with the President of the University in writing no later than fifteen (15) days after the meeting with the Provost referred to in Article 6.5. The President shall appoint an appeals panel within fifteen (15) business days after receipt of the appeal. The appeals panel shall consist of two (2) members designated by the President of the University, two (2) by the President of the Association, and one (1) additional member chosen by the four to serve as Chair.

Faculty members in the appellant's department and persons who have made formal recommendations on the leave request shall be ineligible to serve on the appeals panel. The panel shall examine the merits of the leave request and the rationale for the denial. The appellant shall have the right to appear before the panel; the appellant and the Association shall have access to documents reviewed by the panel. The appeals panel shall submit its recommendation to the President of the University, the President of the Association, and the appellant within thirty (30) days from the date that the fifth member of the panel is selected. Should the panel fail to submit a recommendation, the Provost's decision shall stand.

The President of the University shall rule upon the recommendation within fifteen (15) days after receiving it. The President shall inform the appellant, the appeals panel, and the Association of his/her ruling. The decision of the President shall be final and binding on all parties. However, a bargaining unit member who believes that the procedures described in this article have not been followed may file a grievance under the provisions of Article 8 (Grievance Procedure).

- 6.7: Change in Activities:** If, after receiving approval for a Sabbatical or Faculty Improvement Leave, there is a significant change in the activities undertaken by the faculty member (e.g., changes in Project site, topic, or mentor), the faculty member must submit a revised application to the Provost within fifteen (15) days of any such change. Similarly, the University may require the faculty member to submit a revised application within fifteen (15) days of receipt of notice from the University if there is a significant change in the activities undertaken by the faculty member. The revised application will be forwarded by the Provost to the Sabbatical/Faculty Improvement Committee that originally reviewed the application. The Sabbatical/Faculty Improvement Committee shall make a recommendation to the Provost to either continue the leave based on the revised application or to terminate the leave at the end of the academic term in

which the revised application is received by the Committee. The Provost shall promptly notify the faculty member of his/her decision.

- 6.8: Report:** Within sixty (60) days of the beginning of the term following completion of the leave, the faculty member shall submit to his/her Chair a report detailing his/her professional activities during the leave and addressing the criteria proposed in the application. The Chair shall review the report and forward it to the Dean, who shall forward it to the Provost. The report shall be inserted into the faculty member's personnel file. The University shall not disseminate a copy of the report to anyone outside the University without the written permission from the faculty member, except under the legally required provisions of a public records request. Within one year after completion of the leave, the faculty member will also share a report of his/her professional activities during the leave with his/her colleagues in the department and/or the college.
- 6.9: Disposition of Application:** The Sabbatical/Faculty Improvement Leave Application form and all appended materials shall be placed in the applicant's official personnel file at the completion of the proceedings established by this article.

## **Article 7 Leaves**

- 7.1: General:** In addition to Sabbaticals and Faculty Improvement Leaves pursuant to Article 6 of this Agreement and other leaves of absence in accordance with law (e.g., FMLA, USERRA, ADA), a faculty member may be granted sick leave, maternity leave, parental leave, leave to care for a domestic partner, leave for extended serious health condition or disability, civic leave, professional leave, exchange professor leave, political leave, or Association leave in accordance with the provisions in this article. A faculty member's application for any such leave shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application should be filed in a timely manner. Applications for such leave shall be supported by all appropriate documentation.

For the purpose of this article, all seniority-based units of progress or measurement (e.g., progress toward tenure, years in rank, service before or after Sabbatical or FIL, nominal rate of pay) will continue to accrue uninterrupted for one (1) year.

- 7.2: Paid Leaves:** A paid leave is a period of time that one is to be away from his/her primary job, while maintaining the status of employee with pay. This term is in contrast to normal periods away from the workplace, such as hiatuses, sabbaticals, and "working from home" programs, in that the latter are considered to be exceptional circumstances, rather than benefits. Generally such an arrangement has a predefined termination at a particular date or after a certain event has occurred.

Insurance benefits shall be maintained for the duration of the leave provided the faculty member continues to pay any employee medical and dental contribution and provided the faculty member continues to pay to the University any premiums for life insurance and long-term disability coverage.

1. **Sick Leave:** Sick leave is the authorized absence of a faculty member with pay because of personal illness, complications due to pregnancy or birth, injury, exposure to contagious disease that could be communicated to other employees or students; because of illness or injury of a member of the employee's immediate family or domestic partner that requires the at-

tendance of the employee, or because of a death in the employee's immediate family and/or domestic partner. A full-time faculty member may use up to four (4) days of sick leave each academic year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member. While teaching a summer session, a maximum of one additional personal day is permitted. When using personal days, the faculty member shall make a reasonable effort to arrange acceptable alternatives for all classes that may be missed. It is the faculty member's responsibility to notify the Chair of the alternative arrangements.

- a. **Sick Leave Accumulation and Use:** Each full-time member earns fifteen (15) days of sick leave per year, at the rate of 1.67 days for each month, or 6.67 hours for each pay period, of the academic year. Sick leave is cumulative without limit. Each faculty member is provided with a report of his/her accumulated sick leave on the Banner Self-Serve system. When using sick leave days, the faculty member will promptly notify his/her Department Chair regarding the absence and, whenever possible, advise of the estimated duration of absence. Additional provisions regarding the use of sick leave are described below:
  - i. Sick leave may be used during any period of time in which the faculty member is under contract to perform services for the University. Faculty members shall report all uses of sick leave on the Application for Sick Leave form to the Department Chair in accord with the directions for use attached thereto. The form reporting the leave time utilized must be submitted within three (3) business days following the completion of each semi-monthly pay period in which the leave has been utilized. The University reserves the right to implement electronic leave reporting during the term of this agreement.
  - ii. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five.
  - iii. All unused sick leave accumulated before the date of this Agreement shall be available for use by the employee pursuant to state law.
- b. **Emergency Sick Leave Reserve:** The Administration and the Association support the continued operation of an Emergency Sick Leave Reserve (ESLR) for faculty members, and Academic Department Chairs. The purpose of the ESLR is to provide additional days of paid sick leave for members who have exhausted their paid sick leave balances. Eligible employees may elect to enroll in the ESLR during October of each year or within one month after becoming eligible for ESLR membership by donating one (1) day of their accumulated sick leave. The donated day is not returnable.

The ESLR shall be administered by a committee of three ESLR members appointed annually for the academic year: the President of the Association or his/her designee, the Director of Faculty Relations or his/her designee, and a third member selected by the first two members. Operational procedures, membership requirements, and application forms shall be available through the office of Human Resources.

2. **Maternity Leave:** Maternity leave is the authorized absence of a female faculty member to receive treatment for pre-delivery medical issues, recover from childbirth and to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Maternity leave may be taken at any time during the pregnancy for the care and treatment of pre-delivery medical issues, during childbirth and immediately afterwards. Application shall be made in writing to the Department Chair and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. During the period of maternity leave, the faculty member will be deemed to be temporarily relieved of duties in teaching, scholarship, and University service. At the end of maternity leave, the mother may take paid parental leave or unpaid maternity leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively but concurrently with available FMLA leave or other maternity leave required by law.
3. **Parental Leave:** Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) five (5) day weeks of paid parental leave within three (3) months of the birth or adoption of a child. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave shall be used on consecutive days and concurrently with available FMLA leave unless otherwise required by a medical certification noted on the FMLA form. Should parental leave and accumulated sick leave be exhausted, available unpaid Family and Medical Leave can be used for this purpose. Application shall be made in writing to the Department Chair and to the Chief Human Resources Officer not later than thirty (30) days before the effective date for such leave, and such request shall state the anticipated duration of the leave. During the period of parental leave, the faculty member will be deemed to be temporarily relieved of duties in teaching, scholarship, and University service. Employees may elect to receive two thousand (\$2,000) dollars in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.
4. **Professional Leave with Pay:** Professional leave with pay is provided to a faculty member in order to attend professional meetings, conferences, and seminars. A faculty member may be allowed to use up to five (5) days of paid professional leave per academic year and up to one (1) additional day during the summer session, unless the faculty member and the Department Chair mutually agree that additional days may be provided upon making adequate arrangements to cover the faculty member's responsibilities. The number of faculty members that can be on leave at any one time and the criteria to be used in determining what constitutes paid professional leave shall be specified in the department's governance documents. In developing governance documents, the parties recognize that the faculty member's first responsibility is in the classroom. Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member so that studies may continue during the period of absence. If the faculty member and the Department Chair agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the faculty member shall identify and the Chair shall assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 16 (Workload Activities). Requests for professional leave must be approved by the Chair in writing before the faculty member goes on professional leave.

5. **Civic Leave:** Civic leave is provided to faculty members who are a) subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action; or b) summoned for jury duty by any court of competent jurisdiction. Faculty members required to report or serve for only part of a day for court or jury duty are obligated to return for the remainder of that day unless otherwise authorized by the Chair. Faculty members are required to provide written notification of civic leave to the Chair as far in advance of the leave as possible. Documentation regarding the leave (e.g., a copy of the summons, subpoena) shall be attached to the notification. The faculty member may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by the summons or subpoena.
6. **Association Leave:** Association leave is leave with pay to attend the conventions of the NEA or OEA. Association leave shall be limited to five (5) days for any bargaining unit employee in an academic year and an aggregate of twenty (20) days per academic year for the bargaining unit as a whole. A minimum of fourteen (14) calendar days written notice shall be provided to the University before taking such leave. Leave is not required and will not be charged when the faculty member is absent on a day when he/she has no scheduled responsibilities (e.g., teaching, office hours, or committee meetings). Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member with the approval of the Chair so that studies may continue during the period of absence. If the faculty member and the Department Chair agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the Chair shall identify and assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 16 (Workload Activities). The Association shall bear the cost, if any, for such substitute.

**7.3: Unpaid Leaves:** An unpaid leave is a period of time that one is to be away from his/her primary job, while maintaining the status of employee but without pay. This leave is generally obtained for a variety of employee-requested reasons. Generally such an arrangement has a predefined termination at a particular date or after a certain event has occurred.

An employee receiving an unpaid leave of at least sixty days duration must notify their Chair and the Chief Human Resources Officer of the University regarding their intention to return to the position or to resign from the position not less than fourteen (14) days from the predetermined termination date of the unpaid leave. For leaves of shorter duration, the notice of intent to return to the position or to resign from the position must be made as soon as practicable.

1. **Leave for Extended Serious Health Condition or Disability:** A leave for an extended serious health condition or disability is defined as an unpaid leave granted or required by the University for medical reasons after a faculty member has exhausted all accrued paid sick leave, unpaid FMLA leave or leave to care for a domestic partner. This leave shall be granted to eligible faculty who apply unless the request creates an unreasonable hardship upon the University.
  - a. **Eligibility:** An employee is eligible for extended serious health condition or disability leave benefits if the employee is a bargaining unit faculty member, is eligible for sick leave, and has either a "serious health condition" as defined by the FMLA or "disability" as defined by the disability discrimination laws.

- b. **Duration:** A faculty member whose absence due to extended serious health condition or disability exceeds his or her accrued sick leave may be granted extended serious health condition or disability leave for up to six (6) months and may be extended by increments of up to six months to a total of one (1) year, unless otherwise required by law.
    - c. **Health Care Insurance:** While a faculty member is on an approved leave of this type, the faculty member will be advised regarding the right to continue health care benefits in accordance with COBRA during the period of unpaid absence.
  2. **Professional Leave Without Pay:** Professional Leave Without Pay may be granted when the faculty member and the Administration agree that the leave will enhance the faculty member's value to the University and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave Without Pay may extend from a minimum of one (1) academic semester to a full academic year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from campus does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one (1) year, the faculty member may request a leave without pay of two (2) or three (3) complete academic years; the leave request must address, however, the necessity of the period for which leave without pay is requested. The faculty member granted leave without pay shall receive the pay increments specified in Article 4 (Salaries) as if he/she were at YSU. Included in the three (3) year limitation shall be any other leaves that the faculty member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay shall be made no later than March 1 before the academic year of proposed leave. Short-term or emergency leaves without pay are exempted from this requirement. No University benefits, including health insurance, are available under this leave.
  3. **Political Leave:** A faculty member who is elected or appointed to a full-time political office may be granted leave without pay for four (4) years or one (1) term of office not to exceed six (6) years. No University benefits, including health insurance, are available under this leave.
  4. **Exchange Professors Leave:** A faculty member may be granted leave to teach at another accredited institution of higher education while a faculty member from that institution teaches at YSU. This leave shall be limited to a maximum of one (1) academic year, and it shall not be available for the summer. The YSU faculty member's full salary, fringes, retirement plans, and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other faculty member's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU faculty member's application shall provide information on the other exchange professor and the proposed duties of both the YSU faculty member and the other faculty member during the year of leave. Each individual shall be prepared to teach a full load at the host institution. This leave requires the approval of the Administrations of both institutions. Persons on such leave shall be referred to as "Exchange Professors" at the host institution. The Exchange Professor at YSU shall not have the shared rights specified in Article 9 (The Academic Environment). Relocation costs shall be the responsibility of the Exchange Professors.

#### 7.4 Other Leaves Provided by Law

1. **FMLA Leave:** Eligible faculty members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for (a) birth of a child and to care for the newborn child; (b) placement with the faculty member of a child for adoption or foster care;

(c) a faculty member's own serious health condition (including pregnancy) or to care for the faculty member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the faculty member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the faculty member is the spouse, child, parent, or next of kin of the service member. The University shall administer FMLA leave in accordance with law. FMLA leave shall run consecutively with any paid leave of absence available to a faculty member for care and treatment of such serious health condition.

2. **Military Leave:** Eligible faculty members shall be entitled to receive military leave under the federal Uniformed Services Employment and Re-employment Act (USERRA) or other applicable state law to fulfill short-term (i.e., 31 days or less) and extended (i.e., more than 31 days) duty obligations and to obtain reinstatement after completing such service obligations.

## **Article 8 Grievance Procedure**

**8.1: Purpose:** This article sets forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this article, the Association and/or a member(s) of the bargaining unit may file a grievance in which he/she claims that a provision of this Agreement has been violated. Nothing in this article discourages or prohibits informal discussion of a dispute before the filing of a formal grievance. (see Article 8.3)

**8.2: Initiation and Time Limits:** A grievance shall be filed at the administrative level most appropriate to render an authoritative decision. The grievance process shall be initiated no later than sixty (60) calendar days after the grievant discovers or reasonably should have discovered the grievable matter. The time limits specified herein shall prevail unless extended by mutual agreement of the Administration, the Association, and the grievant.

Both parties must process grievances expeditiously. If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the Administration representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step.

**8.3: Director of Faculty Relations (DFR) and Informal Resolution Process:** Before filing a grievance, the DFR shall be notified of the complaint in writing by the faculty member or by a Grievance Committee officer. Such notification begins the Informal Resolution Process. The grievant shall meet with the DFR or his/her designee and if so desired, with a representative of the Association to attempt to resolve the dispute. No person who is the subject of the complaint shall be a decision-maker in the Informal Resolution Process. If the Administration and the Association mutually agree to do so, the matter may be moved immediately to the formal grievance process, and this agreement shall be rendered in writing. If the matter is not resolved within fifteen (15) business days of notification of the DFR, a formal grievance may be filed within ten (10) business days, in which case the Administration shall assign it a grievance number without prejudging the merits of the dispute.

**8.4: Grievance Process:** An individual shall have the right at any time to present a grievance to the Administration and to have such a grievance settled without the intervention of the Association or Association representative as long as the settlement is consistent with the terms of the Agreement

and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and settlements. In instances where an individual is named as the subject of a grievance, said individual shall be prohibited from serving as the hearing officer. Grievances shall be processed as described below unless the Administration and the Association mutually agree in writing to alter the procedure.

Each party shall furnish the other, upon written request, information relevant to a grievance in accordance with the provisions of Article 24.4. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms shall be made available to the grievant and appropriate representatives of the Administration and the Association. Copies of all these documents shall be sent promptly to the Chair of the Association Grievance Committee.

Grievances shall be processed on the forms provided by the Office of Human Resources. After the grievance process has begun, any changes by the grievant to either the grievance or the remedy sought must be submitted in writing. At any step in the grievance process, the Grievance Disposition Form and the Disposition Reaction Form may be sent electronically to the appropriate parties with a signed paper copy to follow. The Chief Human Resources Officer shall be responsible for the timely distribution of the signed paper grievance dispositions and disposition reaction forms. The procedure of this article may also be used by bargaining unit members to complain about matters not covered in this Agreement. Such “complaints” shall not proceed beyond Step 2 as described herein.

Hearings on grievances will be attended by the grievant and appropriate representatives of the Administration and the Association, including witnesses.

- 8.5: Step 1: Dean:** Within twenty-five (25) business days of notification of the DFR of a potential grievance (see Article 8.3); the individual shall submit a completed Faculty Grievance Form to the Office of Human Resources with copies to the Association and the DFR. Within fifteen (15) business days after the receipt of the grievance form, the Dean or the Dean’s designee shall hold a hearing on the grievance at a time that is convenient to the parties. The Dean will attempt to determine the facts pertaining to the grievance and notify the grievant on a Grievance Disposition Form of his/her finding within ten (10) business days after the hearing. Within ten (10) business days after the receipt of the disposition by the Dean, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.
- 8.6: Step 2: Provost or Other Vice President:** Within fifteen (15) business days after the receipt of an appeal or an original grievance, the Provost or his/her designee, shall hold a hearing on the grievance at a time that is convenient to the parties. Within ten (10) business days after the hearing, the Provost or Vice President shall notify the grievant of his/her finding by transmitting a Grievance Disposition Form to the grievant. Within ten (10) business days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate his/her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within ten (10) business days after the receipt of the appeal to arbitration, the Association will notify the Administration whether it supports the appeal. In matters involving Termination for Cause, Association support for an appeal to arbitration shall not be required.
- 8.7: Expedited Processing:** If the Association and the DFR or his/her designee mutually agree in writing that a grievance cannot be resolved at a particular step or steps, the grievance may proceed directly to the next step or to arbitration as governed by Article 8.8.



**8.8: Step 3: Arbitration:** Within ten (10) business days after giving written notice that it supports the appeal to arbitration, the Association will send a request to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators from within a 150-mile radius of Youngstown, Ohio. The parties may agree to expand the radius if necessary.

If the parties are unable to agree upon which of those seven nominees shall serve as an arbitrator, the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one panel of arbitrators provided by the FMCS and request another list.

The hearing shall be conducted in accordance with the rules and regulations of the FMCS. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. In grievances related to non-reappointment as defined in Article 11.1 of non-tenured faculty, the arbitrator may not award tenure and the sole remedy an arbitrator may award shall be to direct that procedural errors be corrected. However, if the arbitrator confirms that notice of non-reappointment was not given the individual on or before November 15 of the final year of service for a faculty member who has served at least two (2) complete years at YSU, the arbitrator may direct that the faculty member be given a one (1) year renewal of his/her appointment.

The arbitrator's decision shall be binding upon the Administration, the Association, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The fees and expenses of arbitration shall be borne equally by the Administration and the Association (unless the arbitrator rules otherwise), except that costs related to the appearance of witnesses shall be paid by the party that calls the witnesses. The fees and expenses shall include:

- the cost of a court reporter, including transcription of the arbitration hearing only if requested by the arbitrator.
- the fees and expenses of the arbitrator.
- rental charges and other incidental expenses, if any.

If a court reporter is requested by either party, the court reporter's attendance fee will be borne by the requesting party. If both parties receive a copy of the transcript, all transcription costs will be borne equally; otherwise, transcription costs, if any, will be borne by the party that requests the reporter.

**8.9: Arbitrability:** If there is a doubt as to the arbitrability of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall then proceed to conduct a hearing on the merits of this grievance. The following shall not be arbitrable: complaints, decisions on the merits of a faculty member for promotion in rank, decisions on the merits of an application for a Sabbatical or Faculty Improvement Leave, decisions on the merits of the non-reappointment of non-tenured faculty, matters filed in the EEO office, and matters not involving the meaning or application of this Agreement.

**8.10: Other Cases:** The procedures of this article shall be available to settle questions raised by the Administration or the Association concerning the meaning or application of the terms of this Agreement. If such questions arise, the Administration or the Association may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this article.

## **Article 9**

### **The Academic Environment**

- 9.1: Introduction:** The intent of Article 9 is to promote shared academic governance that creates an atmosphere of mutual trust and respect to achieve common goals of the academic community. For purposes of this article, the term “Department Chair” also includes directors of schools.
- 9.2: Dean’s Advisory Council:** Each college will maintain a Dean’s Advisory Council (DAC), to be Chaired by the Dean of the college. Each DAC shall determine its specific structure and procedures, providing that all departments are represented. This structure and set of procedures shall be reviewed each spring semester, and any changes adopted will be implemented at the beginning of the following academic year and shall be reviewed and revised annually as necessary. The DAC shall meet as often as deemed necessary, but at least once per year. The minutes of each meeting shall be distributed to all college faculty and Chairs within 30 days.

Each DAC shall act in an advisory capacity to the respective Dean. Each DAC will take part in the development and review of its respective college’s Guidelines for Promotion. Additional DAC responsibilities may include the development and review of other policies including, but not limited to, budget development, long-range planning, policy and procedures for course cancellation, distribution of other ancillary college funding pertaining to departments, and other matters of concern to the college as a whole.

- 9.3: Academic Department:** An academic department is a budgetary unit that serves the institution’s missions of instruction, scholarship, and service. All department policies and practices shall be consistent with the terms of this Agreement and other University-wide policies and practices.
- 9.4: Department Governance:** Certain matters are the prerogative of the academic department, and in these matters the Department Chair and full-time faculty share responsibilities. Because people support what they help to build, each department will develop a governance document that describes its participatory decision-making policies and procedures for these shared responsibilities. By February 1 of each year, the governance document will be reviewed and reaffirmed or revised by the department, and submitted to the Dean for review. If a department does not submit a reviewed and reaffirmed or revised governance document by March 1, then the Dean will call a meeting with the department to review and discuss any revisions to the existing document. By March 1, the Dean shall approve the document or meet with the department to consider revisions. If no agreement is reached by April 1, a review committee shall make the final determination. The Provost shall appoint a review panel by April 15. The review panel shall consist of two (2) members designated by the Provost of the University, two (2) by the President of the Association, and one (1) additional member chosen by the four (4) to serve as Chair. The review panel shall consider the rationale of the denial by the Dean as well as the merits of the proposed governance document by the department. A decision shall be rendered by the last day of the semester. The Chair shall administer the department within the framework of the governance document. Shared rights and responsibilities include:
- A. departmental curricular matters such as curriculum revision, requirements for major and minor and program development;
  - B. rotational system for summer teaching;
  - C. departmental travel funds expenditure policy;
  - D. development and evaluation of the academic goals;
  - E. recommendations on library acquisitions;

- F. department budget requests;
- G. recruitment and recommendations to the Dean of appointments to the full-time faculty;
- H. establishment of pre-tenure review procedures;
- I. departmental statement of normally expected activities and expectations for progress toward tenure and promotion;
- J. departmental expectations for Tenure with Promotion to Associate Professor;
- K. credential review, performance evaluation, and recommendation of part-time faculty;
- L. assignment of faculty to offices;
- M. advising of departmental majors, mentoring of students, and involvement with student organizations
- N. mentoring of faculty;
- O. development, review, and modification of departmental workload policies;
- P. development of course and program assessment plans, collection of assessment data, writing assessment reports and reviewing assessment data;
- Q. departmental statement of normally expected activities and expectations for Non-tenure track faculty.

**9.5: Administrative Rights and Responsibilities:** These matters are the prerogative of the Administration:

- faculty teaching loads and schedules, subject to the provisions of Article 16 of this Agreement.
- supervision of department office.
- establishment of deadlines for all matters essential to an efficient functioning of the University.
- college-wide review of departmental policies to ascertain compliance with University and state guidelines.
- all matters not referred to in Article 9.4 above.

**9.6: Extra-Departmental Curriculum Issues:** University-wide undergraduate curricular matters are the prerogative of the Academic Senate. Graduate-level curricular matters are the prerogative of the graduate faculty. College-wide curricular matters are the prerogative of the college faculty.

**9.7: Department Meetings:** Meetings shall be held no less than once per term during the academic year. Special department meetings may be called by the Department Chair and must be called upon the request of one-fourth (1/4) or more of the full-time faculty members in the department. In matters exclusively affecting graduate programs, voting will be restricted to members of the graduate faculty. Through department meetings and memoranda, the Department Chair shall attempt to keep the department faculty informed of University developments that are relevant to the department.

**9.8: The Department Chair:** The parties recognize that the Department Chair is an administrator charged with managerial and supervisory duties. As such, he/she reports to the Dean and serves at all times at the pleasure of the President of the University. The parties further recognize that the Chair retains earned academic rank and tenure status and has responsibilities for teaching, scholarship, and University service. The Department Chair shall post office hours and be available for consultation with his/her colleagues on departmental matters.

**9.9: Term of Office:** The Department Chair may serve for five (5) complete academic years following his/her appointment as Chair. Between January 1 and March 31 of the Chair's fifth complete year of service as Chair, the Dean will consult with the faculty of the department to identify a

candidate for the Chairship to be recommended to the Provost and the President of the University, as provided for by Article 9.10 of this Agreement. When an individual leaves the post of Chairship, whether during or at the conclusion of the term of office specified in this section, the individual will revert to faculty status without prejudice. Should an acting Chair be elected Chair during an academic year, no portion of that year shall be counted as part of the five-year term.

**9.10: Selection of the Department Chair:** In the fifth year of a Chair's term, as provided above or when a vacancy occurs in the position of Chair, the following procedure will apply. To be eligible for selection as a Department Chair, an individual must be tenured or have received notification of tenure prior to the beginning of his/her term.

The Dean shall convene a department meeting to determine criteria and procedures to designate a Chair. During this initial meeting the department shall select either a member of the department or the Dean to facilitate the meeting. At his/her discretion, the President of the Association may designate an individual to attend this meeting as an observer. The Dean will inform the President of the Association of the meeting at least one (1) week in advance. Such criteria and procedures must be acceptable both to the Dean and the department faculty and will provide for one (1) nominee.

The individual nominated by the faculty must be a current member of the full-time faculty or the incumbent Chair of the department unless the faculty members in the department and the Dean mutually agree to open the selection process to candidates from outside the department and there is a vacant position budgeted in the department.

Every full-time department faculty member, including persons on leave but excluding an individual on a post-doctoral contract, will have a vote in the selection of the nominee. However, a faculty member holding a Term or Temporary appointment is not entitled to vote for a Chair whose term begins after the expiration of that faculty member's contract unless the Dean has already recommended that the individual's contract be renewed for the following academic year. The incumbent Chair will vote in this procedure and may be a nominee. The bargaining unit members of the department will determine which other members of the department beyond those identified in Article 2.5, if any, shall be eligible to vote for election of the Chair. Votes shall consist of secret, written ballots. Alternatively, at their discretion, an individual may cast a vote electronically.

The Dean will present the selected nominee to the Provost of the University, who will forward his or her recommendation to the President of the University. If the nominee is acceptable to the President, he or she will proceed to appoint the nominee. If the nominee is not acceptable, the President will meet with the department faculty as a whole to review the reasons for his/her conclusions. If such discussions do not yield an agreement to appoint the nominee, the department faculty will select another nominee in accordance with the foregoing procedure. If the second nominee is not acceptable to the President, the President will appoint the Department Chair of his/her choice. However, the President will not appoint the incumbent Chair or a former Chair to the post of Chair unless the department faculty members have recommended the individual.

**9.11: Requests for New Elections for Chair:** If a majority (50%+1) of the full-time faculty in an academic department petition the Dean in writing for a new Chair election, a committee of three individuals, two appointed by the Provost and one appointed by the President of the Association, will be appointed to review the basis for the petition and to make appropriate recommendations to the Provost.

- 9.12: Acting Chair:** If the post of Department Chair is vacant (or if the Chair is on extended leave) and must be filled temporarily while the selection process described above proceeds, the Provost will designate an acting Department Chair upon consultation with the full-time faculty. If reorganization results in the splitting or merging of departments in which the composition of the department changes by more than twenty percent (20%), the departments thus formed shall be declared to have a Chair vacancy. The acting Chair procedure will be followed in such instances. Normally an acting Chair shall serve no longer than twelve months.

## **Article 10**

### **Tenure**

- 10.1: Pre-Tenure Review Process:** Probationary faculty shall undergo a formal pre-tenure review in the fall of the third probationary year. The process will follow the steps of Article 10.2 and 10.3 through the level of the Dean. Reviews shall commence on October 1 and the written formative comments of the tenured department faculty and Chair will be forwarded to the Dean by October 31, who will add his/her comments and forward the materials to Human Resources by November 15. Human Resources will forward a final copy of the pre-tenure review with all of the individual faculty, Chair and Dean comments to the applicant. If the faculty member is on an accelerated probationary track, the pre-tenure review shall be scheduled in consultation with the Department Chair and the college Dean and confirmed in their transmittal letter of initial appointment.

Human Resources will retain a copy of the pre-tenure reviews separate from a faculty member's official personnel file. No material from the pre-tenure review process shall be used in the tenure review process except by the faculty member. The pre-tenure review process may be converted to an electronic process during the term of this agreement.

- 10.2: Tenure:** Tenure at Youngstown State University is the right of those holding earned rank (see Appendix A) to continue employment following successful completion of a specified probationary period. Tenure with Promotion to Associate Professor is considered one decision for probationary faculty hired as Assistant Professors. Faculty hired at the rank of Assistant Professor prior to August 15, 2017 may choose to apply either for Tenure with Promotion to Associate Professor or Tenure separately from promotion. For probationary faculty hired as Associate Professors, promotion is a separate decision and will follow Article 15.

While a faculty member may apply for early Tenure with Promotion to Associate Professor beginning in the fourth (4<sup>th</sup>) probationary year, a faculty member must apply no later than September 1 of their sixth (6<sup>th</sup>) probationary year unless delayed beyond the sixth year for reasons described in Article 10.4.

If a faculty member has not applied for a tenure review by September 1 of the sixth (6<sup>th</sup>) probationary year of faculty employment, he/she will be considered to be in their terminal year of employment unless delayed beyond the sixth (6<sup>th</sup>) year for reasons described in Article 10.4.

A faculty member shall receive no more than one review for Tenure or Tenure with Promotion to Associate Professor. Once an application for Tenure or Tenure with Promotion to Associate Professor has been submitted to Human Resources, it cannot be withdrawn. In no case shall Tenure or Tenure with Promotion to Associate Professor be granted or assumed without a tenure review.

- 10.3: Tenure and Tenure with Promotion to Associate Professor Review Process:** A review of the candidate's past contributions and an evaluation of the candidate's promise of future contribu-

tions to the University shall be based on the department guidelines for tenure and promotion (as in Article 9.4). This review shall take place during fall semester. It is the responsibility of each individual to inspect his/her files periodically.

All persons who review candidates for Tenure or Tenure with Promotion to Associate Professor shall review the applicant's application, Official Personnel File, and portfolio of support materials before making a decision or recommendation. The sole repository for tenure and promotion materials is the Office of Human Resources. Nothing herein shall prohibit the Office of Human Resources from maintaining tenure applications, portfolios, supporting documentation, and the individual faculty member's official personnel file for review purposes in electronic formats. The University will award Tenure or Tenure with Promotion to Associate Professor only to those who are judged to have demonstrated consistent evidence of quality performance and promise during the probationary period.

The Department Chair shall initiate a review and shall consult with the tenured members of the department faculty and, if applicable, with the Chair(s) of the academic department(s) in which the faculty member is cross-appointed. If the department has fewer than three (3) tenured faculty members to serve as a Tenure with Promotion to Associate Professor review committee, the faculty in consultation with the Dean and the tenure candidate shall identify another department or departments in a related discipline to supply the necessary tenured faculty members to serve as a review committee.

By September 15, the Chair shall convene and conduct a meeting of the tenured faculty specified above, at which the Tenure/Tenure with Promotion to Associate Professor candidate shall be given the opportunity to appear, to present information, and to answer questions regarding his/her tenure candidacy. The Chair will provide for a secret ballot so that each tenured faculty member will indicate in writing whether they a) support Tenure with Promotion to Associate Professor, b) oppose Tenure with Promotion to Associate Professor, or c) abstain or decline to respond. The Chair is to inform the applicant of the number of faculty who recommended Tenure, opposed Tenure, abstained or declined to respond.

By September 30, the Department Chair shall make a separate recommendation on the candidate to the Dean of the college. The Chair will inform the Dean of the number of tenured faculty who supported the Tenure/Tenure with Promotion to Associate Professor application, opposed the Tenure/Tenure with Promotion to Associate Professor application, and abstained/declined to respond. By October 15, the Dean shall forward to the Provost, his/her recommendation on the candidates' application for Tenure/Tenure with Promotion to Associate Professor along with the separate recommendation of the faculty and the Department Chairperson. The Provost shall transmit his/her recommendation and those of the Dean, the Chair, and the department tenured faculty to the President of the University. By November 15, the President shall send written notification to the faculty member of the Tenure/Tenure with Promotion to Associate Professor decision. For those granted Tenure/Tenure with Promotion to Associate Professor, their Tenure/Tenure with Promotion to Associate Professor will become effective in the academic year after the Tenure/Tenure with Promotion to Associate Professor review.

**10.4: Years of Service for Purposes of Tenure:** One (1) year of service consists of two (2) semesters of full-time employment during an academic year. Employment under summer school contracts may not be included. No year during which the individual is on leave without pay or sick leave for one (1) semester or more may count as a year of service toward tenure, nor may fractional years be added to make a full year.

Faculty members on approved Family Medical Leave of six (6) or more weeks in a semester during the tenure probationary period may elect an exclusion of one (1) year of the countable years of service that constitute the probationary period upon electronic notice to the Chair, with copies to the Dean and Provost. Normally, the probationary period shall not exceed seven (7) years, however, in extraordinary cases, the probationary period may be extended by the Provost.

A year counted as a year of service toward Tenure/Tenure with Promotion to Associate Professor may be rendered under a full-time appointment at any earned rank, except Instructor, Lecturer, or Senior Lecturer. A faculty member who applies for and receives a tenure track position may at the time of appointment, negotiate previous full-time faculty employment at the University toward years of service toward Tenure/Tenure with Promotion to Associate Professor.

- 10.5: Early Tenure Review:** The Tenure with Promotion to Associate Professor period, or tenure review period if hired as an Associate Professor, may be initiated before the timelines set forth in 10.2 if the shortened period of review is agreed upon in the transmittal letter of initial appointment.
- 10.6: Denial of Tenure Appeal Process:** If a faculty member wishes to appeal the Tenure/Tenure with Promotion to Associate Professor denial, he/she may appeal in writing to the Provost. The appeal must be initiated within twenty (20) business days of written notification of the tenure denial. Upon receipt of the appeal, a five-member review committee will be formed, comprised of two representatives appointed by the President of the University, two representatives appointed by the President of the Association, and a fifth member selected by the appointees to serve as Chair. Committee members may not be from the appellant's academic department. The committee will be formed by January 20. The committee shall meet with the appellant, appropriate representatives of the Association, and any other persons it deems appropriate, and will submit a recommendation to the President of the University with copies to the appellant, the President of the Association, Department Chair and Provost by February 15. The President will notify the appellant, the Department Chair, College Dean and the Association of the final decision by March 15. The faculty member has the right to submit to the appeal committee, a written rebuttal of the recommendations of the faculty committee, the Chair and the Dean. The President's decision shall be final and binding on the University, the Association, and the appellant. A written statement for the reasons for tenure denial will be forwarded to the faculty member upon written request to the President of the University by March 30.
- 10.7: Final Notice and Reasons:** If all appeals fail, the formal written notice of tenure denial must be sent to the faculty member by March 30 of the year in which the tenure review was completed. A written statement of reasons for tenure denial will be forwarded to the faculty member upon written request submitted to the President of the University by April 15.
- 10.8: Support Materials:** Faculty members may submit materials relevant to pre-tenure, Tenure, Tenure to Promotion to Associate Professor, and other personnel materials not specifically referred to in Article 17.2. These materials shall be compiled and maintained by each faculty member. The faculty member may submit his/her support material at the time of application for Tenure/Tenure with Promotion to Associate Professor to Human Resources. Support materials must be limited to documentation that will fit in one four-inch three-ring binder. Upon completion of the evaluation process and appeals, if any, the faculty member must retrieve the support materials within thirty (30) days.
- 10.9: Terminal Year:** A candidate who is denied tenure may request a terminal contract for up to one academic year at the same salary as the preceding academic year, provided that the tenured facul-

ty members in the department have voted to approve the recommendation of a terminal year contract. If recommended by the tenured faculty, the Chair shall forward the tenured faculty recommendation with his/her recommendation to the Dean, who shall then forward his/her recommendation along with the faculty and Chair recommendation to the Provost, who will make the final decision. An individual who believes the procedures of this Article have been violated may file a grievance under the provisions of Article 8.

## **Article 11**

### **Non-Reappointment of Non-Tenured Faculty**

- 11.1: Notice:** A faculty member other than those on a Term or Post-Doctoral contract who has completed less than two (2) academic years at the University and who is not to be reappointed must receive written notice, from the Department Chair or other appropriate administrative officer, by the first Friday of spring semester of the academic year in which the notification is made. A faculty member who has completed two (2) or more academic years at the University and who is not to be reappointed must receive written notice of that intention from the Department Chair or other appropriate administrative officer by November 15 of the academic year in which the notification is made. A faculty member on a Term or Post-Doctoral contract who is not to be reappointed must receive notice from the Department Chair or other appropriate administrative officer by March 1 of the academic year in which the recommendation is made. A faculty member on a Term or Post-Doctoral contract who receives written notice of non-reappointment may not appeal that decision.
- 11.2: Meeting:** Before the written notification of non-reappointment of a faculty member other than those on Term or Post-Doctoral contracts is sent, the Chair or other appropriate administrative officers shall meet with the faculty member to discuss the reason(s) for non-reappointment. The faculty member may attend this meeting with a faculty witness of his/her choice or the President of the Association or his/her designee.
- 11.3: Appeal:** If a faculty member who has completed less than two full academic years of service wishes to appeal the non-reappointment decision of the Chair or other appropriate administrative officer, he/she may appeal to the Dean, and/or the Provost. Such appeals must be initiated within twenty (20) business days of written notification of non-reappointment. The administrator to whom the non-reappointment recommendation has been made may reverse that recommendation.

If the faculty member has completed at least two full academic years of service, he/she may request that a review committee be formed for the appeal. The request must be made in writing to the Provost within twenty (20) business days of the written notification of non-reappointment. Upon receipt of such a request by an individual with at least two (2) full academic years of service, a five-member review committee shall be formed, comprised of two representatives appointed by the Provost, two representatives appointed by the President of the Association, and a fifth member selected by the four appointees to serve as Chair. Committee members shall not be from the appellant's academic department. The committee shall be formed by January 20. The committee shall meet with the appellant, appropriate representatives of the Association and any other persons deemed appropriate and shall submit a recommendation to the Provost, with copies to the appellant and the President of the Association, by February 15. The Provost shall notify the appellant and the Association of the final decision on or before March 1. The Provost's decision shall be final and binding on the University, the Association, and the appellant. However, an individual who has been advised of the non-renewal of his/her appointment and believes the procedures of this article have been violated may file a grievance under the provisions of Article 8.



- 11.4: Final Notice and Reasons:** If all appeals fail, the formal written notice sustaining the non-reappointment must be sent to the faculty member by March 31 of the year in which he/she is terminated. A written statement of reasons for non-reappointment will be forwarded to a faculty member upon written request submitted to the Provost by April 15 of the terminal year, providing the faculty member has completed two (2) full academic years as a member of the full-time faculty at the University.

## **Article 12**

### **Corrective Action and Termination for Cause**

- 12.1: General:** The appointment of a faculty member, tenured or not, is contingent and subject to the terms and conditions of this Agreement. No employee shall be disciplined, reduced in pay or position, suspended, or discharged except for just cause.

Cause for disciplinary action, including corrective action includes, but is not limited to:

- Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, or service.
- Gross negligence in teaching, scholarship, and service.
- Conviction of a felony.

- 12.2: Corrective Action:** The Administration and the Association realize that in many instances the need for formal corrective action can be averted through an informal resolution. Except for serious situations, the administrator and the affected faculty member will meet to discuss a matter in an attempt to achieve an informal resolution before beginning the formal procedures that follow. Depending on the circumstances, the Administration or the faculty member may request to move from informal to formal corrective action procedures. Corrective action may include:

- Verbal counseling
- Written warning
- Written reprimand
- Suspension
- **Verbal Counseling:** Records of verbal counseling shall not be placed in the faculty member's personnel file. Verbal counseling will include specific actions to be taken and a timeline for achieving correction of the problem(s). Verbal counseling will be followed up with a written summary of the counseling. The faculty member, administrator, and others directly involved in the discussion will receive a copy of the written summary. A copy of the summary will not be placed in the faculty member's personnel file. The faculty member will have thirty (30) days to redress the matter. If the matter cannot be resolved, the faculty member may request that the Dean mediate a resolution. Verbal counseling is not subject to arbitration.
- **Written Warning:** A written warning will be followed up with a written summary of the investigation and counseling that will include specific actions to be taken and a timeline for achieving correction of the problem(s). The faculty member, administrator, and others directly involved in the situation will receive a copy of the written summary. A copy of the summary will not be placed in the faculty member's personnel file. The faculty member will have thirty (30) days to redress the matter. If the matter cannot be resolved, the faculty member

may request that the Dean mediate a resolution. A written warning is not subject to arbitration.

- **Written Reprimand:** A written reprimand will review actions not taken to redress the issue, when specified by previous verbal counseling and in all situations will include a timeline for addressing or redressing the problem(s). In cases of written reprimand, following the oral or written response, the Dean shall furnish the faculty member with a written notice of the Administration's intended corrective action with a full statement of the reasons for such action with a copy to the Association. The Administration shall not proceed with placing the letter in the personnel file until thirty (30) days after receipt of notice by the faculty member. Within these thirty (30) days, the faculty member may seek to address the matter through the appeals process (Article 12.6), and the grievance procedure, including arbitration (Article 8). If the matter is resolved, no record of the event will be placed in the faculty member's personnel file. If upheld, a copy of the reprimand will be placed in the faculty member's personnel file.
- **Suspension:** Suspension without pay may follow failure to redress stated problem(s). In cases of suspension (with or without pay) following the oral or written response, the Provost shall furnish the faculty member with a written notice of the Administration's intended corrective action with a full statement of the reasons for such action, with a copy to the Association. The Administration shall not proceed with formal action until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may seek to address the matter through the appeals process (Article 12.6), and the grievance procedure, including arbitration (Article 8). If upheld, a copy of the record of suspension will be placed in the faculty member's personnel file. If the matter is resolved, the faculty member will be reinstated with back pay, and no record of the event placed in the faculty member's personnel file. If upheld, a copy of the suspension action will be placed in the faculty member's personnel file.

Discharge may be considered after repeated failure to redress problems through corrective action (see 12.5 Termination for Cause).

- 12.3: Implementing Corrective Action:** Administrators must successfully complete corrective action procedures training prior to implementing these procedures. This training will be designed by the Administration. Documentation showing the completion of the training shall be inserted into the personnel file of those administrators who successfully complete the corrective action training and termination procedures. The Administration shall notify the Association of dates of training on corrective action and termination procedures and confirm administrators' attendance. A faculty member appointed by the President of the Association shall be invited to participate in the training.

Corrective action will always be implemented at the lowest step reasonable for the problem(s) being addressed. In most cases, corrective action will work sequentially through steps 1 through 4 (see 12.2), but in serious cases, action may be initiated at a higher step. Corrective action will stop at any step if the problem or problems are resolved.

- 12.4: Procedures:** If after investigation, the Administration believes that just cause as specified in 12.1 above exists, prior to imposing corrective/disciplinary action other than verbal counseling, the Department Chair, Dean, or Provost shall specify the charges in writing and discuss the matter with the faculty member in a personal conference specifically called in writing for that purpose. At any point in this process, the Administration and the faculty member may bring to this meeting a person of his/her choice and/or the President of the Association or his/her designee. The matter

may be settled by mutual consent at this point and no record of the event placed in the faculty member's personnel file. If not resolved or if an understanding is not reached at such meeting, specific actions to be taken and a timeline for achieving correction of the problem(s) will be provided in written form within seven days of the meeting.

Formal corrective action may include the following:

- **Verbal counseling**, with no record of the investigation placed in the faculty member's personnel file. Verbal counseling will include specific actions to be taken and a timeline for achieving correction of the problem(s). Verbal counseling will be followed up with a written summary of the counseling. The faculty member, administrator, and others directly involved in the discussion will receive a copy of the written summary. A copy of the summary will not be placed in the faculty member's personnel file. The faculty member will have thirty (30) days to redress the matter. If the matter cannot be resolved, the faculty member may request that the Dean mediate a resolution. Verbal counseling is not subject to arbitration.
- **Written warning**, which will be followed up with a written summary of the investigation and counseling that will include specific actions to be taken and a timeline for achieving correction of the problem(s). The faculty member, administrator, and others directly involved in the situation will receive a copy of the written summary. A copy of the summary will not be placed in the faculty member's personnel file. The faculty member will have thirty (30) days to redress the matter. If the matter cannot be resolved, the faculty member may request that the Dean mediate a resolution. A written warning is not subject to arbitration.
- **Written Reprimand**: A written reprimand will review actions not taken to redress the issue, when specified by previous verbal counseling and in all situations will include a timeline for addressing or redressing the problem(s). In cases of written reprimand, following the oral or written response, the Dean shall furnish the faculty member with a written notice of the Administration's intended corrective action with a full statement of the reasons for such action with a copy to the Association. The Administration shall not proceed with placing the letter in the personnel file until thirty (30) days after receipt of notice by the faculty member. Within these thirty (30) days, the faculty member may seek to address the matter through the appeals process (Article 12.6), and the grievance procedure, including arbitration (Article 8). If the matter is resolved, no record of the event will be placed in the faculty member's personnel file. If upheld, a copy of the reprimand will be placed in the faculty member's personnel file.
- **Suspension**: Suspension without pay may follow failure to redress stated problem(s). In cases of suspension (with or without pay) following the oral or written response, the Provost shall furnish the faculty member with a written notice of the Administration's intended corrective action with a full statement of the reasons for such action, with a copy to the Association. The Administration shall not proceed with formal action until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may seek to address the matter through the appeals process (Article 12.6), and the grievance procedure, including arbitration (Article 8). If upheld, a copy of the record of suspension will be placed in the faculty member's personnel file. If the matter is resolved, the faculty member will be reinstated with back pay, and no record of the event placed in the faculty member's personnel file. If upheld, a copy of the suspension action will be placed in the faculty member's personnel file.

**12.5: Termination for Cause:** If the Administration believes that just cause as specified in 12.1 above exists, the appropriate administrator shall specify the charges in writing and discuss the matter

with the faculty member in a personal conference specifically called in writing for that purpose. The faculty member and the administration may bring representatives to this meeting to serve as advisors or as witnesses. The matter may be settled by mutual consent at this point.

If an understanding is not reached at such meeting, the Provost shall furnish the faculty member with a written notice of the Administration's intention to terminate his/her contract with a full statement of the reasons for such termination with a copy to the Association. The administration shall not proceed with formal action until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may seek to address the matter through the appeals process (Article 12.6), and the grievance procedure, including arbitration (Article 8). If the matter is resolved, the faculty member will be reinstated with back pay and no record of the event placed in the faculty member's personnel file. If upheld, a copy of the termination action will be placed in the faculty member's personnel file, and the faculty member terminated following the criteria and processes described in 12.6, 12.7, and 12.8.

- 12.6: Appeal:** If a faculty member wishes to appeal the corrective action or termination proposed by the administration, or the Professional Conduct Committee as described in Board Policy 9006.01 effective December 15, 2010, he/she may appeal a written reprimand to the Provost and appeal a suspension or termination to the President of the University. Such appeals must be initiated within thirty (30) days of written notification of the proposed corrective action or termination. The administrator to whom the appeal has been made may reverse the recommended corrective action or termination.

The faculty member may request that a review committee be formed for the appeal. Upon receipt of such a request by an individual, a five-member review committee shall be formed, comprised of two representatives appointed by the President of the University, two representatives appointed by the President of the Association, and a fifth member selected by the four appointees to serve as Chair. Committee members may be from the appellant's academic department. The committee shall be formed within thirty (30) days of the requested appeal. The committee shall meet with the appellant, appropriate representatives of the Association, and any other persons deemed appropriate and shall submit a recommendation to the Provost or President of the University with copies to the appellant and the President of the Association, within thirty (30) days of the beginning of the appeals process. The Provost or President shall notify the appellant and the Association of the final decision within fourteen (14) days after the receipt of the committee's recommendation. The President's decision shall be final and binding on the University, Association, and appellant. However, an individual who believes the procedures of this article have been violated may file a grievance under the provisions of Article 8.

- 12.7: Final Notice and Reasons:** If all appeals fail, the formal written notice of corrective action or termination must be sent to the faculty member within fourteen (14) days of the final appeal decision. A written statement of reasons for the review committee's decision will be forwarded to the faculty member, and in the case of a written reprimand to the Provost, and in the case of a suspension or termination, to the President of the University.

- 12.8: Continuation of Services:** The Administration may suspend a faculty member pending final action to terminate his/her contract if, in the Administration's judgment, the character of the charges warrants such action. A tenured faculty member whose contract is to be terminated shall receive notice of intent from the Administration at the earliest possible time, but not less than three (3) months before termination is to take effect. However, the Administration may decide whether he/she is continued in his/her regular duties during all or any part of that academic year.

- 12.9: Effective Date:** The effective date of contract termination shall be the end of the contract year in which the Provost's notice to the individual is given, provided procedural timelines (including no less than three months' notice) referred to in 12.5, 12.6, 12.7 and 12.8 have been met. However, once appeals as described in this Agreement are exhausted, the Administration may decide whether an individual shall continue to perform his/her regular duties before the effective date of the contract termination. If the Administration rules that the faculty member shall not be permitted to perform his/her regular duties, he/she shall be remunerated at the contract rate until effective date of contract termination, with the exception that the Administration may elect to discontinue remuneration of the faculty member in the event of his/her conviction of a felony offense. If a conviction is overturned, the faculty member will be held harmless and returned to the employment status prior to conviction.

### **Article 13 Retrenchment of Faculty**

- 13.1: Procedure:** Each fall term, as soon as 14<sup>th</sup> day enrollment reports are available, the Administration will review overall staffing needs. If it determines that retrenchment is indicated, the Administration shall prepare a preliminary report reflecting its views on the departments in which, in its judgment, retrenchment should occur. The Administration shall consult the Association regarding the matter before distribution of the preliminary report. The determination shall include the following considerations:

1. consistently declining student credit hour production;
2. academically sound student/faculty ratios;
3. the state of the development of the department;
4. the balance between academic and non-academic personnel;
5. possibilities of enrollment trend reversals;
6. the necessity of some disciplines and programs to be other than self-supporting;
7. normal attrition;
8. other pertinent factors.

This preliminary report shall be submitted to the respective departments for review. If the department faculty objects to the preliminary report as it affects the department, such objections and their rationale shall be submitted to a Joint Committee that shall consist of the Provost as Chair, four (4) individuals selected by the Administration, and four (4) representatives of the Association. The Joint Committee shall review the objection of each such department and will make its recommendations to the President of the University.

- 13.2: Guidelines:** The guidelines that shall be applied under the retrenchment conditions are as follows:

- 13.2a:** Full-time faculty already employed by the University, except in special and unusual circumstances, have a priority of employment in their given subject matter area over part-time faculty. Tenured faculty members have a priority over non-tenured faculty. Post-doctoral faculty will not be retrenched so long as their funding is 100% external.
- 13.2b:** The possibilities of early retirement should be thoroughly explored before consideration is given to other means of personnel reduction. However, no faculty member will have early retirement forced upon him/her because of retrenchment.

- 13.2c:** Any position that is vacant or that becomes vacant for whatever reasons is considered closed and may not be filled unless it is justified and approved as new.
- 13.2d:** A faculty member who has been retrenched shall be placed on a recall list for three (3) years. He/she shall have access to a list of personnel vacancies as they occur, and he/she shall receive preference to positions for which he/she is qualified over non-campus applicants. Faculty members shall be recalled according to the principle “last laid-off, first recalled,” providing a faculty member is qualified to perform the duties of the vacant position.
- 13.2e:** Department Chairs and Deans will make every effort to relocate extra faculty in other academic, administrative, or staff posts needing personnel when the faculty member’s qualifications permit. If such shift is to an administrative or staff position, the salary and other considerations of employment shall not exceed that which is shown for the administrative or staff position in the budget. If the appointment is academic, the rank and salary shall be the same as were held by the faculty member being transferred.
- 13.2f:** Transfers between academic departments fall into two (2) distinct categories, Permanent Transfers and Loans. A permanent transfer is a permanent change of department home and must be acceptable to the receiving department and to the faculty member. The receiving department may object to a transfer only on academically justifiable grounds.

The years of service already rendered in the original home department will be counted toward the acquisition of tenure in the receiving department except that the receiving department shall always be granted no less than two (2) full years of actual service in that department before tenure may be acquired therein. In a permanent transfer, the former home department relinquishes all obligations to the faculty member at the time of transfer. For a faculty member holding appointments in two (2) or more departments, the department in which he or she holds the largest proportional share of full-time appointment is the home department.

A loan is a split assignment between two (2) or more departments for temporary service, but with the home department retaining the responsibility for continued employment of the individual since the loan arrangement is temporary. A receiving department that accepts a loaned faculty member has no obligation toward that faculty member beyond the one (1)-year commitment in terms of the period of time it will continue the loan. If the receiving department refuses to renew the loan, the loaned member will be returned to his/her home department for reconsideration of his/her status. The receiving department may object to an initial loan or continuation of a loan only on academically justifiable grounds.

The receiving department may change a loan to a permanent transfer at the conclusion of the year if the faculty member and the home department agree, and if it has an appropriate position available, in which case the receiving department assumes the obligation for the faculty member’s future as described above. A home department is obligated to take back a loaned faculty member before hiring a new faculty member or part-time faculty in the area of his/her competency.

Loans and transfers shall be confirmed in writing by the President of the University. A faculty member on partial loan to another department shall remain a member of his/her “home” department for purposes of exercising rights and privileges established under the Agreement. Appendix A (Definitions) sets forth pertinent definitions. Appendix B (Retrenchment Matrix) summarizes the process.

- 13.2g:** When an academic department is notified that a reduction in the number of full-time faculty members in the department is necessary and that the possibilities of reduction through normal attrition, leaves, loans, transfers and early retirements have been exhausted, the person or persons to be discontinued in the department shall be determined in inverse order of length of qualifying service, providing the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties. For purposes of retrenchment, Department Chairs shall be considered as faculty. The Joint Committee referred to above shall hear appeals from departments that seek to modify the seniority application. For purposes of retrenchment, a full-time faculty member appointed in two (2) or more departments shall be considered a member of his or her home department, and service outside the home department during the period of cross-appointment shall be considered qualifying service only in the home department. A cross-appointed faculty member discontinued through retrenchment in the home department shall be considered for relocation in another department in which he or she holds appointment, based on that department's need and the faculty member's qualification.
- 13.2h:** Any full-time faculty member who is discontinued for reasons of retrenchment shall be advised in writing by the President of the University of such decision by November 15 of the current academic year in which the faculty member is under contract for layoff commencing with the next academic year, and further advised by the President that the reason for his/her discontinuation is not due to dissatisfaction with his/her services. Every effort shall be made to assist such displaced faculty members to relocate. Nothing in these guidelines, however, shall prevent discontinuation of any non-tenured faculty members for other reasons.
- 13.3:** For purposes of retrenchment, seniority includes that portion of a continuous period of service at the University (or its predecessors) as a full-time faculty member or Department Chair. Time spent on military leave, authorized leave without pay, Faculty Improvement Leave, and Sabbatical counts toward seniority if the individual returns (or returned) from the leave to the department from which the leave was granted. Time spent on a temporary loan or transfer under the provisions of this article shall count toward seniority in the event the individual subsequently returns to an academic department. Individuals appointed to full-time administrative positions other than Department Chair do not accrue seniority in their faculty position.

Individuals who have resigned (or subsequently resign) from the University and have returned (or subsequently return) to the University shall be credited only with their current period of uninterrupted service. The effective date of initial appointment to the current period of uninterrupted University service shall determine an individual's seniority; for persons whose University service includes service in a full-time administrative position other than the Department Chairship, the effective date of initial appointment shall be adjusted to delete the period of service in the administrative position other than the Department Chairship.

In cases in which two (2) or more individuals in a department joined the University on the same effective date of initial appointment (actual or adjusted), the date on which the individual signed a letter or contract accepting the appointment to the University shall determine seniority if this information is available in the personnel file. In cases in which two (2) or more individuals in a department joined the University on the same effective date of appointment (actual or adjusted) and signed a letter or contract accepting the appointment to the University on the same date, seniority shall be determined as follows: in the event of a tie, it shall, where applicable, be broken by giving credit for part-time teaching at the University before the effective date of full-time employment at the University; in the event of a tie between two (2) individuals with the same effective date of full-time appointment and experience as a part-time instructor before the effective date of

full-time appointment, the individual who received the greater number of paychecks as a part-time instructor shall be considered senior.

In the event of a tie that cannot be broken at the previous step, preference shall be given to the individual whose first signed contract or letter of acceptance of full-time employment at the University bears the earlier date. If a tie that cannot be broken by any of the foregoing procedures, it shall be broken by drawing lots. Not later than January 31 of each academic year, the Administration will provide each academic department with a departmental seniority list prepared in conformity with the provisions of this article. The Association shall receive copies of departmental seniority lists.

- 13.4:** If an academic department or program is merged with or transferred to another academic department as a result of reorganization, bargaining unit members who teach the courses in the department or program to be merged or transferred will be transferred to the receiving department with no loss in tenure, tenure eligibility, years of service accrued towards tenure or seniority.

## **Article 14 Faculty Evaluation**

- 14.1: Purpose:** The purpose of the evaluation procedure described herein is twofold: The primary purpose is to help faculty to improve their professional performance, and second, to provide those individuals responsible for making personnel decisions, including promotion and/or tenure, with information regarding faculty performance.
- 14.2: Student Evaluation of Teaching: Each faculty member will be evaluated for each course each semester:** Each faculty member will be evaluated for each course each semester. All student evaluations of teaching shall be subject to the exclusions specified in 14.3. Faculty members who team-teach shall be evaluated individually on the same basis as a faculty member teaching a course individually.
- 14.3: Exclusions:** The following courses shall not be evaluated by students:
- those in which there are fewer than five (5) students present for instruction at one time.
  - those in which students receive fewer than fifteen (15) clock hours of classroom or laboratory instruction by the instructor.
  - thesis/dissertation courses.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given term should not be evaluated, he/she may submit a written request for exclusion to the Department Chair. If the Chair approves the request, the faculty member's memorandum and the Chair's notation of approval shall be forwarded to the faculty member's Official Personnel File, subject to the provisions of Article 17.

In cases where the student response rate falls below 33% for a given class, such evaluations shall not be used for purposes of evaluating the faculty member for promotion and/or tenure.

- 14.4: Procedure:** The procedures for administering the evaluation instrument and for processing them depend upon the environment in which the evaluation is taking place. The Administration shall make arrangements for conducting these evaluations. Faculty members shall adhere to the instructions regarding the administration, collection, and delivery of the evaluation materials.



Student Evaluation of Teaching and Learning will be conducted as described in Section 14.2 by an electronic process and instrument selected and approved by the University in Section 14.2. The electronic media for survey distribution shall be at the sole discretion of the University.

- 14.5: Report of Results:** Results of the measures and narrative comments shall be electronically available to Chairs, Deans, the faculty member, and Human Resources in a printable format. Human Resources shall place the measures, but not the narrative comments, in the faculty member's Official Personnel File, subject to removal in accordance with Article 17.7.

Students shall have the opportunity to inspect copies of the Student Evaluation of Teaching Summary in the offices of Academic Chairs and/or Deans; photocopies or transcriptions of these reports shall not be permitted as part of this access.

- 14.6: Chair's Evaluation of Faculty:** The Chair shall conduct the departmental evaluation of faculty, using the official forms provided by the Office of Human Resources. The Administration shall provide formal training in performance evaluation in the first year of a Chair's term before they are scheduled to evaluate faculty. This training shall also be required in the first year of the term of a Chair who has been re-appointed to the position. Documentation showing the completion of the training shall be inserted into the Chair's personnel file. The Administration shall notify the Association of dates of training on faculty evaluation and confirmation of Chair attendance. A faculty member appointed by the President of the Association shall participate in the training.

Non-tenured faculty shall be evaluated every year; tenured faculty shall be evaluated every other year except tenured full Professors, who shall be evaluated every four (4) years. However, a tenured faculty member who receives an evaluation of "weak" or "very weak" in teaching, scholarship, or University service may be evaluated annually until an evaluation of "satisfactory" or above is achieved.

Departmental evaluations shall occur during March and April of each year. All faculty members scheduled for evaluation shall complete Parts I and II of the form and submit it to the Department Chair no later than April 1. The Department Chair shall forward the evaluations to the Dean by April 30, and the Dean shall forward the evaluation to Human Resources by August 2. Tenured faculty whose last names begin with the letters A-M shall be evaluated in the spring term of odd-numbered years; tenured faculty whose last names begin with the letters N-Z shall be evaluated in the spring term of even-numbered years.

The faculty member shall have the right to prepare the report of his/her activities, to be consulted by the Chair before the Chair completes Parts III-VIII of the form, to comment verbally and/or in writing upon the Chair's evaluation, and to receive a copy of the evaluation. The Chair shall review the faculty member's Official Personnel File and shall consult with the Chair(s) of the academic department(s) in which the faculty member is cross-appointed before performing the evaluations.

A scheduled evaluation may occur one (1) year earlier or one (1) year later when a faculty member is on leave for one complete academic year or longer during the evaluation period, provided that the faculty member provides a written request for such a change to the Department Chair by January 1 of the year in which the evaluation is scheduled. However, in no case shall the number of years of paid University-related service evaluated exceed two for non-tenured faculty, three for tenured faculty below the rank of Professor, and five for tenured full Professors.

Chairs may, at their discretion, use in-class or online observations of teaching in the process of completing their evaluation of faculty. Faculty shall be consulted regarding any in-class or online observation by the Chair at least two weeks before the visit, and the faculty member and Chair shall jointly determine the specific course and date of the visit. Visits to courses delivered in an online environment will be limited to a single calendar day of access per course. The faculty member will provide or arrange for the Chair to have access to the specified course for the period of the observation. In no case shall a Chair conduct an in-class or online observation of teaching more than twice per course with a maximum of four visits per evaluation period. The Administration shall provide additional periodic training specific to in-class observations for Chairs wishing to use this option. Any Chair who has not completed the training specific to the learning environment of the course being evaluated and who has not attended periodic updates of training will not conduct in-class or online observations of teaching. The Administration shall notify the Association of dates of training on in-class and online evaluation and confirmation of Chair attendance. Following the in-class or online observation, the Chair shall meet with the faculty member to discuss the observation.

Chairs may maintain information relevant to a faculty member's evaluation during the evaluation period. The Chair may only use negative information in the faculty member's evaluation if it is serious or repetitive and if the faculty member first has been given the opportunity to respond to that information. After the Chair's evaluation is placed in the faculty member's official personnel file, all such information shall be destroyed.

The parties mutually agree that in the event that a faculty member misses the April 15 deadline, the evaluation will proceed through all steps and will be placed in the faculty member's official personnel file. Upon late submission, the Department Chair, in consultation with their college Dean, shall redefine the timeline with the understanding that the evaluation move through the administrative steps in a timely fashion. Written indication of the missed deadline and confirmation of the new timeline shall be included with the final evaluation for placement in the faculty member's Official Personnel file.

The parties furthermore agree that in the event that either the Chair or the Dean fails to evaluate a faculty member with a scheduled evaluation, this failure cannot be held against the faculty in decisions regarding tenure or promotion. If the Chair or the Dean fails to evaluate a faculty member with a scheduled evaluation, the faculty member shall initiate one of the following three options:

1. Proceed with the evaluation, after indicating in writing that (a) they are choosing to proceed even though the deadline was missed, and (b) they understand that the evaluation will be placed in their personnel file.
2. Have the evaluation document, as much as was completed prior to the missed deadline, placed in their personnel file with a memo from Human Resources indicating the deadline was missed by the Chair or Dean.
3. Postpone the evaluation to the next academic year. A memo shall be placed in the faculty member's personnel file indicating that the deadline was missed by the Chair or Dean.

The option chosen shall be initiated by the faculty through a written notification to the Provost within two weeks of learning of the missed deadline. If the faculty member fails to initiate their choice in writing within two weeks of learning of the missed deadline, option 2 will be followed.

**14.7: Exclusivity of Evaluations:** For the duration of this Agreement, the systems of faculty evaluations described in this article shall be the only faculty evaluations of any kind employed at YSU, except for the evaluative judgments required by the provisions of this Agreement, the review of a

candidate for graduate faculty status, and developing/setting/reviewing professional goals with the Chair.

## **Article 15**

### **Promotion in Faculty Rank**

- 15.1: Guidelines for Promotion:** Each college Dean's Advisory Council (DAC) shall review the promotion practices of that college and how the factors listed in Articles 15.3, 15.4, and 15.5 pertain to the academic disciplines within that college. Each DAC may seek information about promotion practices used by similar colleges at other universities or recommended by accrediting agencies, as appropriate. Each DAC shall produce a document called *Guidelines for Promotion* that shall contain a description of the policies, practices, and criteria to be used in that particular college when determining qualifications and eligibility for promotion. The DAC shall review and, if necessary, revise the *Guidelines for Promotion* annually during the spring semester. After the annual DAC review, the Dean will notify all faculty members that the guidelines are posted on the college's web site. Funding shall be made available for all approved promotions
- 15.2: Promotion from Assistant Professor to Associate Professor:** Faculty hired at the rank of Assistant Professor beginning August 2017 must apply for Tenure with Promotion to Associate Professor in accordance with Article 10. Assistant Professors hired before August 2017 may apply for Tenure with Promotion to Associate Professor (Article 10) or for Promotion to Associate Professor in either the same year in which they apply for tenure (Article 10) or a subsequent year. Individuals hired at the rank of Associate Professor or Professor without tenure will follow Article 10 when applying for tenure. Tenure is a separate decision from promotion from Associate Professor to Professor.
- 15.3: Evaluation for Promotion:** The evaluation of applicants for promotion shall be based upon a) the quality of performance in teaching, scholarship, and service; b) the length of service in rank; and c) the applicant's workload assignments. These factors are considered in determining both eligibility and suitability for promotion.
- 15.4 Suitability for Promotion (Quality):** The determination of the quality of an individual's performance in teaching, scholarship and service shall be based primarily upon the promotion application, the contents of the Official Personnel File, and the support materials, if any, submitted to Human Resources by the candidate (see Article 17). All persons who review candidates for promotion shall review the applicant's Official Personnel File, support materials and application before making a decision or recommendation. The sole repository for promotion materials is Human Resources.
- 15.5: Eligibility for Promotions:** Faculty members with consistently satisfactory performance in teaching, scholarship, and service, as defined in the Department and College Promotion Guidelines, since the last promotion or appointment are entitled to consideration for promotion at the completion of the years of service stated below. Faculty members with consistently outstanding performance in teaching, scholarship, and service, as defined in the Department and College Promotion Guidelines, since the last promotion or appointment are entitled to consideration for early promotion before the completion of the years of service stated below with the exceptions described herein. The burden of demonstrating the outstanding nature of the performance shall rest with the applicant. For the purposes of this article, a terminal degree is defined in Appendix A.

For the purposes of this article, a terminal degree is defined in Appendix A.

- A. An individual hired before August 2017, who chooses not to apply for promotion or tenure under Article 10, may apply for promotion to the rank of Associate Professor, if he/she has:
- Earned tenure prior to application for promotion tenure by November 10.
  - Completed a minimum of four (4) consecutive years of service at YSU at the rank of Assistant Professor immediately before the year of application for promotion.
- B. For promotion to the rank of Professor, an individual shall have:
- Tenure or recommendation for tenure by November 10.
  - A minimum of six (6) consecutive years of service at YSU at the rank of Associate Professor immediately before the year of application for promotion.
- C. Promotion to Senior Lecturer: Instructors or Lecturers who are in their fifth consecutive year of full-time teaching are eligible to apply for promotion to Senior Lecturer. The evaluation of the candidate for promotion to Senior Lecturer will be based upon the department's expectations for promotion as outlined in the department Governance Document and the College's Guideline for Promotion. The process and procedures for the review of applicants for promotion will follow those outlined in Article 15.7 – 15.11.

Only Lecturers whose contracts have been renewed are eligible to appeal a denial of promotion to Senior Lecturer.

If the faculty member is denied tenure, the application for promotion is automatically withdrawn. If the faculty member is approved for tenure via notification in writing by the President (Article 10.3), the application for promotion will go forward for review by the process specified in this article.

**Suitability for Promotion (Quality):** The determination of the quality of an individual's performance in teaching, scholarship, and service shall be based primarily upon the promotion application, the contents of the Official Personnel File and the support materials, if any, submitted to Human Resources by the candidate (see Article 17). All persons who review candidates for promotion shall review the applicant's Official Personnel File, support materials, and application before making a decision or recommendation. The sole repository for promotion materials is Human Resources.

**15.6: Years Toward Promotion:** The year in which the application for promotion is filed shall not be counted as a year of service in rank for purposes of consideration for promotion. An individual shall not receive credit for any year in which he/she was absent on sick leave or leave without pay for one (1) semester or longer. Time spent on leave with pay, including Sabbaticals, Faculty Improvement Leaves, and Child Care Leaves, but excluding sick leave, as described above, shall be counted.

**15.7: Application for Promotion:** An applicant for promotion shall submit a properly documented application form to the office of the Chief Human Resources Officer by November 1. Applications with attachments may not exceed thirty (30) pages, excluding separate support materials provided for in Article 15.5 and in Article 17.9 The Chief Human Resources Officer or his/her designee will time-stamp each application form received and issue a receipt for the application; applications received by the Chief Human Resources Officer after 5:00 p.m. on November 1 will be returned to the applicant and will not be considered. The Chief Human Resources Officer will

promptly review the information related to minimum eligibility for promotion specified in Article 15.4 and will certify the accuracy of this information or correct it in conformity with the contents of the Official Personnel File, initialing any corrections made. The application form will then be forwarded to the appropriate Department Chair. The Chief Human Resources Officer will also provide each Dean with a list of promotion applicants by November 10.

Once an application for promotion has been submitted, no addenda to the application will be received. However, faculty members retain the right to submit additional material to Human Resources, as provided for in Article 15.8.

An individual applying for his/her second promotion in rank at YSU shall receive due consideration for activities and accomplishments that occurred during the twelve (12) months immediately before the effective date of his/her last promotion (i.e., the year during which the individual was last recommended for promotion).

**15.8 Promotion Support Materials:** Materials relevant to promotion, not specifically referred to in Article 17.2 shall be compiled and maintained by each faculty member. The faculty member may submit his/her support material at the time of application to Human Resources. Support materials must be limited to documentation that will fit in one four-inch three-ring binder. Upon completion of the evaluation process and appeals, if any, the faculty member must retrieve the support materials within thirty (30) days.

**15.9: Department Promotion Committee:** The full-time probationary and tenured faculty members of each academic department shall elect a Department Promotion Committee (hereinafter DPC) of at least three (3) members from among the tenured faculty at the rank of Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Associate Professor or Professor in the department. If the department has fewer than three (3) tenured faculty members to serve as a DPC, the faculty in consultation with the Dean and the promotion candidate shall identify another department or departments in a related discipline to supply the minimum number needed from outside the department and shall elect a DPC from the combined pool of faculty members. Membership of the DPC will be determined by November 1. Chairs, administrators as outlined in 2.3, and current applicants for promotion may not serve on the DPC. If tenured faculty members at more than one rank are available to serve on the committee, at least two (2) ranks must be represented.

The DPC shall elect its own Chair and shall review both the *Guidelines for Promotion* (see Article 15.1) and the department's "statement of normally expected activities and expectations for progress toward promotion and tenure." (Article 9.4.J.) Each promotion applicant has the right to speak to the DPC on his/her own behalf. The DPC shall transmit all applications for promotion with its recommendations to the Department Chair by December 1, ranking those whom it recommends for promotion. By December 1, the DPC will also inform all applicants and department members of its recommendations and rankings. The DPC Chair will send Human Resources a list of all DPC members and its recommendations and rankings by December 1.

By December 15, the Department Chair shall forward all applications with his/her recommendations and the recommendations of the DPC to the College Promotions Committee (CPC). The Department Chair will also inform the applicants and all department members of his/her recommendations by December 15. An applicant may meet with the Chair of the DPC and/or the Department Chair to discuss reasons why the DPC and/or Chair did not recommend the applicant.

**15.10: College Promotion Committee:** There will be a College Promotion Committee (hereinafter CPC) in each undergraduate college. The CPC may include up to four (4) members of the bar-

gaining unit in each college except the College of Liberal Arts and Social Sciences, in which the CPC may include up to six (6) members of the bargaining unit, and the College of Science, Technology, Engineering, and Mathematics, in which the CPC may include up to seven (7) members of the bargaining unit.

Membership of each CPC shall consist of tenured faculty at the rank of Associate Professor or Professor who have served a minimum of one (1) complete year at their current rank. In the College of Creative Arts & Communications, the Beeghly College of Education, and the Williamson College of Business Administration, at least one (1) CPC member must be chosen from each department. In the other three (3) CPCs, no more than one (1) CPC member shall be chosen from any one (1) department. In the College of Liberal Arts and Social Sciences, the CPC may include up to three (3) members of the bargaining unit from the Humanities, and three (3) from the Social Sciences. In the College of Science, Technology, Engineering, and Mathematics the CPC may include up to three (3) members of the bargaining unit from Engineering and Technology, and up to four (4) from the Sciences, Mathematics and Statistics, and Computer Science and Information Systems. Applicants for promotion shall be ineligible to serve on the CPC. CPC members may serve no more than two consecutive one (1) year terms.

The election of the CPCs shall be managed by the Dean. Probationary faculty, tenured faculty and Department Chairs may vote for the CPC members. Each Dean will send a list of the CPC members to Human Resources by December 15. The Dean of the college will convene the first meeting of the CPC. The CPC will select its own Chair.

The Dean shall attend the CPC meetings as an observer but shall withdraw prior to the formulation of any recommendations. The CPC will employ the *Guidelines for Promotion* (see Article 15.2) in reviewing promotion applicants. An applicant for promotion will have the right to appear before the CPC to speak on his/her behalf. The CPC may seek further input from the DPC Chair, the Department Chair, and other faculty members as it deems appropriate.

By March 1, CPC Chair will forward to the Dean, the Department Chair, the Chair of each DPC, the Chief Human Resources Officer, and the Association President a list of those whom it recommends for promotion and will notify all applicants of its recommendations. The CPC shall not recommend for promotion a number of applicants in excess of the college allotment. Academic administrators shall not be counted toward the college allotment.

By March 15, the Dean will notify all applicants of his/her recommendation. By March 15, the Dean will also forward to the Provost, the members of the CPC, the Chair of each DPC, the Department Chair, the Chief Human Resources Officer, and the Association President a list of those whom he/she recommends for promotion. The Dean will not recommend for promotion a number of applicants in excess of the college allotment. An applicant may meet with the Dean to discuss the reasons why he/she did not recommend the applicant.

**15.11: Provost Action:** The Provost will review the recommendations of the CPCs and Deans. If the Provost intends to add names to or delete names from the list of those recommended for promotion by the CPCs, he/she shall meet with the Association President and with any individual whose name is to be deleted from the list to explain the reasons for the decision and to deliver a written statement of the reasons for denying the promotion.

By April 15, the Provost will notify all promotion applicants in writing of his/her decision to either recommend or not recommend them to the President of the University for promotion. By April 15, the Provost will also notify the members of the CPCs, the Deans, the Department

Chairs, the DPC Chairs, the Chief Human Resources Officer, and the Association President of his/her recommendations. Promotions will be effective the following academic year.

- 15.12: Appeal:** An individual who has been denied a promotion after being recommended at any level may file a written appeal with the President of the University no later than fifteen (15) days after the meeting with the Provost referred to in Article 15.10.

The President shall then proceed to appoint an appeals panel within fifteen (15) calendar days from the receipt of the appeal. The appellant shall have the right to appear before the panel; the appellant and the Association shall have access to documents reviewed by the panel. The appeals panel shall consist of two (2) members designated by the President of the University, two (2) by the President of the Association, and one (1) additional member chosen by the four (4) to serve as Chair.

The faculty member has the right to submit to the appeal committee, a written rebuttal of the recommendations of the DPC, CPC, the Chair and the Dean. Persons from the appellant's department and others who have participated in the review of the application for promotion before the appeal shall be ineligible to serve on the panel. The panel shall impartially examine the merits of the individual's application for promotion. The panel shall also consider the reasons for the denial of the promotion by the Provost. The appeals panel shall submit its recommendation (including reasons for the recommendation and any minority reports submitted) to the President of the University, the President of the Association, the Chair, Dean, Provost and the appellant within thirty (30) days from the date that the fifth member of the panel is selected.

Should the appeals panel fail to submit a recommendation within the prescribed deadline, the Provost's decision shall stand. The President shall rule upon the recommendation within fifteen (15) days after receiving it. The President shall inform the appellant, the appeals panel, and the Association of his/her ruling. The decision of the President of the University shall be final and binding on all parties. However, a bargaining unit member who believes that the procedures described in this Article have not been followed may file a grievance under the provisions of Article 8 (Grievance Procedure).

- 15.13: Record of Proceedings:** Department Promotion Committees and the College Promotion Committees shall keep records of their proceedings.

- 15.14: Disposition of Promotion Application Documents:** Upon completion of the promotion evaluation process and appeals, if any, it shall be the responsibility of the faculty member to retrieve his/her support materials within thirty (30) calendar days. The Promotion Application Form shall be deposited in the applicant's Official Personnel File at the conclusion of the promotion process. At the conclusion of their deliberations, each DPC and CPC Chair shall provide the Chief Human Resources Officer with a list of committee members and their recommendations. These materials shall be maintained by the Administration for two (2) years. Upon request, the Chief Human Resources Officer shall make available the materials generated by a DPC for review by members of the department faculty and the Association, and the materials generated by CPCs for review by members of the college faculty and the Association.

## **Article 16 Workload Activities**

Faculty workload activities shall continue to be handled consistent with the 2014-2017 CBA for the 2017-2018 school year.

In accordance with the requirements of Ohio Revised Code §3345.45, the Board of Trustees has established a “Faculty Workload” policy (3356-10-20) consistent with standards developed by the Ohio Department of Higher Education. Beginning in the fall semester of 2018, workload distribution, allocation and administration will be handled exclusively through Board policy and Departmental governance documents. Any modification to these policies shall be at the sole discretion of the University in consultation with appropriate constituencies, including the Association, Administration, Chairs and Deans.

## **Article 17 Personnel Files**

**17.1: General:** The Administration shall maintain an official personnel file in the office of the Chief Human Resources Officer for each full-time faculty member. The official personnel file and support material temporarily submitted as part of an evaluation process (see Article 14) shall be the sole official repository of records to be used in the administration of the personnel evaluation provisions of this Agreement.

**17.2: Contents:** From the time of appointment to the full-time faculty, an individual’s official personnel file will contain the following:

1. a curriculum vitae.
2. official transcripts of all higher education work.
3. copies of all of the individual’s contracts or other documentation with the University that involve compensation.
4. Chair evaluations and computer-generated summary reports of student evaluations. Faculty may elect to include results of voluntary student evaluations (Article 14).
5. documentation pursuant to corrective action (Article 12).
6. any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file as long as the statement is compatible with the law.
7. signature pages from tenure and promotion applications.
8. information that deals with seniority.
9. documentation relating to student academic grievances that have been adjudicated against the bargaining unit member in the final step, in accordance with the Family Educational Rights and Privacy Act.
10. summary report of Sabbatical and Faculty Improvement Leave, Research Professorship, and Professional Development not to exceed three pages as specified in Articles 6.8, 27.2, and 27.4.
11. signature page from faculty pre-tenure review application.

**17.3: Material Concerning Student Complaints:** If a Department Chair and/or Dean have received formal complaints about a faculty member from a student, such complaints must be investigated. Such investigation must include offering the faculty member an opportunity to respond to the complaint(s). If the Chair and/or Dean finds that the complaints have merit, copies of the complaints may be forwarded to the personnel file as long as they have been signed by the student or students who have complained. In accordance with FERPA, unless the student or students waive



their rights to anonymity, only a redacted copy of the complaint(s) will be forwarded to the file. The Office of Human Resources shall retain original signed copies in a separate file. At each level of finding, copies of all materials relating to the complaint(s) must be provided to the faculty member prior to insertion into the personnel file.

- 17.4: Date and Signature:** Documents that are time sensitive such as grievances and materials for promotion/tenure shall be time and date stamped by Human Resources.. Anonymous statements shall not be placed in the file.
- 17.5: Inspection and Duplication:** The faculty member has the right and responsibility to inspect his/her file at reasonable times. The Administration shall not levy a charge for the inspection of files, nor may it levy a charge for the duplication of the contents of a file.
- 17.6: Access:** Personnel files shall be maintained with access provided to them in accordance with law, including O.R.C., Chapter 1347 (The Ohio Privacy Act). Appropriate academic administrators and the Association shall have routine access to personnel files. Individual faculty members shall have routine access at reasonable times to their files. Faculty members engaged in activities mandated by this Agreement shall have routine access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition, such as the Distinguished Professor Award, shall also have routine access to personnel files as needed to fulfill those duties.
- 17.7: Removal of Items:** Documents in an individual's official personnel file may be removed only in accordance with the Ohio Public Records Act. The Administration agrees that material inserted in a faculty member's personnel file that is removed as the result of a formal grievance disposition will be returned to the faculty member for his/her disposal. The chief human resources officer is the custodian of a faculty member's official Personnel File. Inquiries regarding documents that are contained in a faculty member's official personnel file may be directed to the Chief Human Resources Officer.
- 17.8: Access Log:** The Administration shall maintain a log of all non-University employees who have accessed official personnel files and shall send a copy of the log to the Association each month provided a new entry has been made in the log during that month. In addition, the Administration shall immediately notify individual faculty members when someone not employed by the University has examined their official personnel files.

## **Article 18 Academic Freedom**

The parties reaffirm adherence to the principle of academic freedom in faculty instruction and scholarship as a right that can be neither denied nor abridged. The faculty member shall have the freedom to pursue knowledge and to report the truth as he/she sees it in the classroom, publications, reports of research activities, and all professional and academic forums. In exercising academic freedom, the faculty member should recognize his/her correlative responsibilities. In classroom teaching, the faculty member should emphasize only matters germane to his/her discipline. In making public statements, the faculty member should exercise discretion, attempt to be accurate, and shall not speak for the University unless officially designated as a spokesperson by the President of the University.

## **Article 19 Retirement**

- 19.1: Summer Continuation:** A bargaining unit member who retires at the end of an academic year shall be eligible to teach through the end of the summer term immediately following.
- 19.2: Sick Leave Conversion:** All members of the bargaining unit who at the time of retirement have completed ten (10) or more years of active service with the University or a combination of ten (10) or more years of active service with the University together with other State of Ohio units as specified by law, shall receive payment based on the member's rate of pay at retirement for one-fourth of the individual's accrued but unused sick leave at retirement up to a maximum accrual of two hundred eight days (1/4 of 208 days = 52 days). Payment shall be based on a daily rate of 1/195 of the individual's last 9-month salary for each day. When an individual has accepted such payments, all sick leave credit accrued up to that time shall be eliminated. Such payment shall be made only once to an individual. An individual who returns to University service or any other state service after retiring may accrue and use sick leave as before but may not convert the unused sick leave at the time of second retirement. Sick leave conversion described in this article does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for sick leave conversion shall submit an official confirmation from STRS or his/her alternative retirement plan of his/her impending retirement.
- 19.3: Continued Benefits:** For a minimum period of three (3) years after retirement a retired faculty member not employed full-time elsewhere shall be entitled to have access to the University's computing and network services, to serve as a Principal Investigator on grants and contracts, and to use an office and research facilities, including laboratories, providing he/she uses it regularly and there is sufficient space available.

A retired faculty member shall also be entitled for an unlimited period of time on the same basis as full-time faculty to use the library, to tickets for all University functions, to use the Beeghly and Andrews Centers and other recreational facilities as may be permitted, and to remission of all instructional and general fees. A retired faculty member shall be eligible to purchase one (1) faculty/staff parking permit each year at a cost equal to the annual parking fee established by the University.

Retirees shall also be eligible to purchase life insurance, as provided for in Article 5 (Insurance Benefits).

## **Article 20 Students**

- 20.1: Commitment to Students:** The Administration and the Association reaffirm their commitment to provide the undergraduate and graduate students of YSU with the highest quality instruction possible within the limits of the resources available to the institution. The parties shall seek to maintain an environment that encourages each student to attain his/her maximum intellectual and emotional development, heightens the individual's awareness of contemporary forces in society and their impact upon the individual, and prepares students for productive careers and responsible citizenship. Accordingly, the parties commit themselves to:
1. The student evaluation of faculty teaching performance, as provided for in Article 14 (Faculty Evaluation).

2. Respect for the vital role of Student Government in representing and protecting the legitimate interests of the student body.
3. The continuation in future negotiations of the consultation and briefing sessions with student leaders.
4. The principle that a student with a legitimate academic grievance has the right to have his/her grievance heard.
5. The tasks, duties, and assignments enumerated in Appendix C.

**20.2: Student Academic Grievances:** Violations by the student of the timelines established in the Academic Senate or Graduate School policies shall result in the termination of the student's grievance. Academic matters that may be grieved are the following:

1. Material deviation from the instructor's policy on sanctions for academic dishonesty, as indicated on the course syllabus, to the detriment of the individual student, or in disputed cases of academic dishonesty.
2. Material breach of faculty contractual obligations as specified in the article on Teaching Rights and Responsibilities (Article 28), to the detriment of the individual student or the entire class.
3. Material deviation from the grading scale, grading criteria, assignment specifications, or grade weight distribution indicated on the course syllabus or other course materials, to the detriment of the individual student or the entire class.

If a student files an academic grievance against a faculty member and the grievance has been adjudicated against the faculty member, the written statement of the Grievance Hearing Panel's decision shall be forwarded to the faculty member's Official Personnel File in accordance with Article 17.

Other areas of contention between a student and a faculty member may not be grieved under this section.

## **Article 21 Retained Rights**

Except as specifically, or by necessary implication, abridged, modified, or clarified by the terms of this Agreement, the Board of Trustees and the Administration retain all of the rights necessary to conduct the affairs and operations of the University, including those rights specified in O.R.C. 4117.08. These rights include, but are not necessarily limited to, the right to determine the number of personnel needed in any category; to hire, transfer, and assign personnel; to suspend or terminate personnel (exclusively through the procedures of due process set forth herein); to acquire, operate, and maintain facilities and equipment; to assign and manage financial resources; to determine policy; and in general to do all things appropriate and incidental to the grant of authority under O.R.C. (Chapter 3345; also Secs. 3356.01-3356.05; also pertinent appropriation statutes).

## **Article 22 Association Rights**

**22.1: General:** In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below.

**22.2: Access:** Duly authorized representatives of the Association shall have access to the University

premises for the purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

- 22.3: Use of University Facilities at No Cost:** The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members. The Association shall be permitted reasonable use of University bulletin boards, faculty mail boxes, and University mail service for communication with members of the bargaining unit.
- 22.4: Use of Other University Facilities:** The Association shall be permitted the reasonable use of University printing/reproduction services, on a “cost-for-use” basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a “cost-for-use basis,” reasonable use of University vehicles in the Motor Pool, provided that three (3) days before the date of planned travel the vehicle(s) have not been scheduled for use by any academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association’s role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.
- 22.5: Printing of Agreement:** Not later than 120 days following the ratification of this Agreement, 500 copies of this Agreement shall be printed with the cost to be split equally between the Administration and Association for distribution to all members of the bargaining unit and candidates for employment. Further, the Association or its members may purchase additional copies at cost. The Administration will post a copy of the Agreement on the Human Resources web site under the heading “Contracts and Labor Relations.” A link to this heading titled “Labor Contracts” shall also be added to the index provided on the University home page.
- 22.6: Non-Discrimination:** The Administration shall not discriminate against any member of the bargaining unit because of membership in, or activity on behalf of, the Association or its state or national affiliates or because he/she exercises his/her rights under this Agreement or under O.R.C. 4117.
- 22.7: Committee Service and Duties:** The President of the Association, the Chair of the Association Negotiations Team, and the Chair of the Association Grievance Committee will not be expected to serve on any other committees or to be available for registration and advisement duty independently of regular office hours. During the twelve (12) months preceding the expiration date of this Agreement, the provisions of this section shall apply also to members of the Association’s Negotiations Team.
- 22.8: Association Reassigned Time:** The Administration shall provide a pool of 18 TH for Association members each academic year, except in the last year of each Agreement, in which the pool of reassigned time provided by the Administration shall be increased to 60 TH, for activities related to negotiating a successor Agreement. The Association may, at its option, purchase up to nine (9) additional TH at the part-time replacement rate. Distribution of these TH shall be determined by the Executive Committee of the Association. These TH may accumulate during the term of this Agreement. By April 15 of each year, the Association will notify the Provost’s office of the reassignments for the next academic year. If changes are made in these reassignments, the Association will notify the Provost’s office as soon as possible. Upon election of a new negotiations team, the Association shall notify the departmental Chairs in order to facilitate an optimal coordi-

nation of schedules for the spring semester of the last year of each Agreement in an attempt to create a common day of the week and time of day when all negotiating team members can be available for meetings. Success in the effort at coordination is not guaranteed, nor shall it be allowed to disrupt essential departmental operations and needs. Reassigned time for non-teaching equivalencies shall not apply to activities that are included in the general duties expected of all faculty members.

- 22.9: Negotiating Team Summer Compensation:** Should negotiations of a successor Agreement extend beyond the end-point of the members of the negotiations team's nine-month employment contract, then up to two members of the negotiations team shall be provided with a supplemental contract equivalent to the compensation for a fully enrolled three-credit hour summer course. YSU-OEA shall have the option to contribute additional funds for compensation to other members of the negotiations team.

### **Article 23**

#### **Dues Deduction and Fair Share Fee**

- 23.1: Payroll Deductions:** Upon receipt of written authorization of payroll deductions, the Administration shall deduct Association dues (including the dues of Association affiliates) from the paychecks of all bargaining unit members in equal increments and will transmit the amount deducted to the Association promptly. The President of the Association shall, by August 20 of each year, make known to the Administration and to members of the bargaining unit the amount to be deducted annually. The Administration shall levy no charge upon the Association for administering the payroll deduction.
- 23.2: Fair Share Fee:** In recognition of the Association's services to the bargaining unit, each member of the bargaining unit who is not a member of the Association shall, on the effective date of the Agreement or sixty (60) days after the effective date of appointment to a bargaining unit position, have a "fair share fee" deducted from his/her pay and forwarded to the Association. The Association will certify to the University the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time the Association certifies the amount of the fair share fee, it will provide the University a written report detailing the Association's fair share fee procedure.
- 23.3: O.R.C. Applicability:** This article is in all respects subject to O.R.C., Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.
- 23.4: Indemnification:** The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all other damages, including attorney's fees, arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of this article and the University's actions and conduct with respect to these provisions.

The Association will indemnify for attorney's fees only if it was afforded the opportunity to designate counsel in cooperation with the Attorney General's office of the State of Ohio to represent and defend the University, provided that in no event, shall the Association's payment of attorney's fees exceed the limits of any insurance policy that is held by the Ohio Education Association to cover such circumstances. The University agrees that its counsel shall give full and complete cooperation to the Association and its counsel at all levels of any legal proceeding relating to the Fair Share Fee provision.

**Article 24**  
**Administration-Association Relations**

- 24.1: No Strike — No Lockout:** There shall be no strikes or lockouts except as permitted under O.R.C. 4117.
- 24.2: Selection of Representatives:** Each party shall have the unqualified right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection. Each party shall also ensure that at any and all times, a properly selected team or individual has been authorized to represent its interests. Each party shall notify the other immediately of those who are authorized to represent them so as to permit the appropriate and necessary meetings and discussions.
- 24.3: Representation Elections:** The Administration recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit until such time as the Association is decertified or replaced by means of a representation election, as provided by O.R.C. 4117.
- 24.4: Information:** Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense. Such requests shall allow for reasonable time to assemble the information. The party from whom the information is sought may determine the form in which such information is submitted. Information to be provided by the University shall include the internal operating budget, the record of income and disbursement, enrollment reports, the agenda and official minutes of the Board of Trustees' meetings, and other pertinent data. The following will be sent to the Association as soon as it is available:
- the internal operating budget when adopted by the Board of Trustees.
  - year-end financial reports.
  - term enrollment data.
  - information required for the preparation and the processing of a grievance.
  - a comprehensive report from the Chief Human Resources Officer each October 1 of the membership of the bargaining unit.
  - a report each term from the office of the Chief Human Resources Officer of personnel changes affecting the bargaining unit since the previous report that shall include appointments, promotions, retirements, deaths, separations, and conferral of tenure.

The Administration will furnish the Association copies of communications distributed generally to faculty in the University or in any college. Similarly, the Association will furnish the Administration copies of communications distributed generally to faculty in the University or in any college.

- 24.5: Recorded Conversations:** No conversation or conference between a member of the faculty and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.
- 24.6: Regular Meetings:** The parties mutually agree to meet each term to address contractual matters of concern to either party to maintain a harmonious relationship. The primary objective of these

meetings will be for both parties to share information and to work together in a manner that will benefit the entire University community.

- 24.7: Memoranda of Understanding:** From time to time during the term of this Agreement, the parties may agree to Memoranda of Understanding (MOUs) that interpret, implement, modify, or provide non-precedent-setting exceptions to this Agreement. To be binding, an MOU must have been negotiated by the respective negotiators and signed by the chief negotiator of the Association, the President of the Association, and the Provost or his/her designee. Each MOU shall be identified by a unique number that begins with the year in which it was signed, followed by decimal number that reflects the sequence of the MOU during the calendar year (e.g., 2010.1; 2010.2; 2010.3; etc.).

## **Article 25 Separability**

- 25.1: Impact of Judicial Decisions:** The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. For purposes of this Agreement, no court decision shall be deemed applicable to any part of this Agreement unless said decision constitutes binding legal precedent on courts of the jurisdiction within which the University is located.

In the event any provision of this Agreement shall be affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within one (1) week to discuss any decision that renders any portion of this Agreement null and void and may revise those provisions rendered invalid.

In the event that the parties disagree on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect. Until such judicial determination is made, the part of the Agreement alleged to be invalid shall remain in full force and effect.

- 25.2: Appeals of Judicial Decisions:** The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.
- 25.3: Impact of New Legislation:** Any provision of this Agreement that is found contrary to law but becomes legal during the life of this Agreement shall take immediate effect upon the enactment of the enabling legislation. Similarly, any provision of this Agreement that may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative changes occur during the life of this Agreement that make it illegal or impossible to fund any provision of this Agreement, the obligation of the Administration hereunder to that extent shall be suspended.
- 25.4: Revisions to Agreement:** In the event a state or federal law affecting this Agreement is enacted during the term of this Agreement, the parties agree to meet promptly and determine those areas

of this Agreement that must be revised to bring this Agreement into compliance with the law. This revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such legislation.

## **Article 26**

### **Academic Workplace Environment**

**26.1: General:** It is the goal of the University and the Association to secure a work and academic environment that is clean, safe, healthful, non-discriminatory, and free from sexual harassment, menacing, stalking, or other hostile conduct by any member of the University community.

**26.2: Sexual Harassment:**

**Purpose:** The purpose of this section is to establish a strong commitment to prohibit sexual harassment and establish a procedure for investigating and resolving internal complaints of sexual harassment. The sexual harassment procedures are designed to aid in the process of educating members of the University community, serve as a means of preventing sexual harassment, and promptly and fairly respond to alleged incidents of sexual harassment.

The Administration shall distribute the policy and provide annual training to all members of the University community to develop greater awareness and sensitivity regarding issues of sexual harassment.

**26.3: Non-Discrimination:**

**Purpose:** The Administration and the Association mutually commit themselves to the achievement of an academic environment that recognizes the inherent worth and dignity of every individual. Accordingly, the parties reaffirm their belief in the principle that decisions within the University structure shall be conducted in an atmosphere of fairness and free of bias based on gender, race, marital status, age, national origin, sexual orientation, handicap, identification as a disabled veteran or veteran of the Vietnam Era, or political or religious affiliation.

**Practice:** The Administration and the Association agree to continue their established policies of non-discrimination on the basis of any characteristic prohibited by Federal or Ohio law or Board of Trustees Policy. The parties agree that allegations of illegal discrimination should be reported to the Director of Equal Employment Opportunity and Policy Compliance.

The Administration shall distribute the policy and provide annual training to all members of the University community to develop greater awareness and sensitivity regarding issues of discrimination.

**26.4: Academic Workplace Environment and Safety Task Force:** The Administration and the Association agree to establish a joint Academic Workplace Environment and Safety Task Force with three (3) members of the Administration, one of whom shall be the Executive Director of Facilities, and three (3) members of the Association. In addition, Student Government will be invited to have one (1) member on the committee. Each party shall appoint their respective members. The Association, Administration, and Student Government will submit the names of their representatives to the University President before May 1 of the preceding academic year. This committee shall coordinate, when appropriate, with counterparts representing other units on campus. The



appointments will be for three-year terms. The President of the Association shall select the Chair of the task force.

The general responsibility of the committee will be to provide suggestions and action plans for a safe and healthful workplace by recognizing hazards, recommending abatement of hazards, and recommending educational programs. Suggestions and action plans shall be submitted to the Vice President for Finance and Business Operations. The Administration shall respond, in writing, within thirty (30) calendar days of the receipt of the report. To fulfill this responsibility, the committee shall meet regularly but no less frequently than three (3) times per academic year and maintain minutes of committee meetings. Committee reports, minutes, and Administrative responses shall be posted in an appropriate location on the University's web site by June 30.

- 26.5: Parking:** The University shall continue to provide parking spaces that are no less adequate and reasonably convenient than are currently provided to full-time and part-time faculty and staff. All full-time faculty and part-time faculty will be provided faculty parking permits free of charge.

The currently identified parking lots (F-1 through F-12 or whatever subsequent names are used for the same lots) shall have card-activated gates installed to restrict parking to full-time and part-time faculty and staff. Gate cards issued to students will not have the capacity to effect entrance to the above designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods faculty are under contract, except when modifications are required because of special events. Faculty will continue to have access to parking decks and "mixed" lots.

The University shall provide at least 48 hours' notice if any parking lots are to be closed for special events or other circumstances, except in the event of an emergency.

- 26.6: Office Space, Classrooms, and Instructional Technology:**

**Office Space:** The University shall provide each full-time faculty member with suitably equipped, secure, private office space and the necessary supplies for such person's work.

**Classroom and Laboratory Space:** The University shall provide classroom and laboratory space adequate for effective instruction.

**Instructional Technology:** When instructional technology is required for classes, there shall be sufficient equipment to accommodate the students assigned thereto.

- 26.7: Information Technology Resources:** Faculty members' use of University computing resources and expectations of privacy associated therewith are governed by Youngstown State University Board of Trustees' policy or policies regarding the use of such resources, as those policies may be instituted or amended by the Board from time to time.

The University shall provide each full-time bargaining unit member with a modern computer system connected to the campus network that is suitable for the faculty member's academic needs.

The Information Technology Advisory Committee (ITAC) recommended by the University's Information Technology Master Plan shall contain two members of the bargaining unit. The President of the Association shall appoint these members each fall semester. The appointments shall be for one-year terms, but there is no limit on the number of times a person can be reappointed. The ITAC shall meet at least twice during each academic year and shall provide periodic reports

to faculty members concerning plans for changes to the University's information technology environment.

- 26.8: Building Access:** A faculty member who, after hours or when the University is closed, needs access to buildings in which his/her office and/or laboratories are housed will be granted a key to the building upon the approval of his/her Dean. A faculty member who wishes to have a key shall submit a request for a key to his/her Department Chair.
- 26.9: Drug-Free Workplace:** The Administration and the Association agree that it is their mutual goal to achieve and maintain a "drug-free workplace."
- 26.10: Surveillance:** Surveillance may never be used for evaluating teaching performance, attendance, or any other behaviors related to an employee's job description. Exceptions to this policy require written permission from the faculty members.

## Article 27

### Faculty Development and Research

- 27.1: Research Professors:** Each year not less than eighteen (18) faculty members whose unsubsidized research is deemed meritorious of support shall be designated "Research Professors." A minimum of six (6) Research Professorships shall be reserved for probationary tenure-track faculty with the provision that these can be reallocated to the overall pool if there is an insufficient number of quality applications from this group of faculty. A faculty member will not be designated a Research Professor for more than two (2) consecutive years. Faculty members on Term, Visiting, or Post-Doctoral contracts are not eligible for Research Professorships. The Research Professorship Committee may award a minimum of six (6) hours to a maximum of nine (9) hours; the total number of hours distributed will be no less than 162 hours. Research Professors comply with the workload guides in Article 16.4a: "Allocation of Teaching Hours."

By September 15, the Dean of Graduate Studies shall issue a Call for Proposals for research professorships. Faculty applications for research professorships shall be sent to the Dean of Graduate Studies not later than October 15 of the academic year proceeding the year in which the research professorship is to be awarded. Applicants shall be screened by a seven (7) member committee composed of three (3) members of the graduate faculty appointed by the Administration, three (3) members of the graduate faculty appointed by the President of the Association, and the Dean of Graduate Studies, who shall Chair the committee. The Dean of Graduate Studies and the President of the Association shall alternate in making their respective appointments and, in doing so, shall ensure that all six colleges are represented on the committee. The Dean of Graduate Studies shall announce the names of those faculty members designated Research Professors no later than January 15, and the committee's decision shall be final and binding.

Within ninety (90) days after completion of the Research Professorship, the faculty member shall submit to the Department Chair for transmittal to the college Dean and Dean of Graduate Studies a report detailing his/her professional activities during the Research Professorship. The report shall be inserted into the member's official Personnel File. In addition, the faculty members shall provide the Department Chair an abstract of the report for departmental distribution.

- 27.2: Intellectual Property:** The parties to this agreement believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the University and its learning communities reasona-

ble access to, and use of, the intellectual property (as defined in Appendix A) for whose creation the University or external organizations have provided assistance. To that end, the University supports the development, production, and dissemination of intellectual property by its faculty members for the benefit of the public at large.

**27.2a: Intellectual Property Rights:** Except for works for hire (as defined in Appendix A) and joint efforts (as defined in Appendix A), a faculty member's rights to copyrightable materials shall be governed by the applicable provisions of state and federal law. Otherwise, the applicable provisions of state (ORC 3345.14) and federal law shall govern the rights to non-copyrightable-related intellectual property between any member of the bargaining unit and the University. In addition to all other rights granted under this agreement, if a faculty member believes that his/her intellectual property rights have been violated, he/she may seek remedy by civil litigation.

**27.2b: Use of Intellectual Property:** Material created for ordinary teaching use in the classroom and in department programs, such as syllabi, assignments, and tests, shall remain the property of the faculty author, but the University shall be permitted to use such material for administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions. When specifically authorized in writing by the author(s), the University may also use such materials for other purposes.

**27.2c: Distribution of Any Funds Generated:** Funds received by the faculty member(s) from the sale or licensing of intellectual property owned by the faculty author(s) or inventor(s) shall be allocated and expended as determined solely by the faculty author(s) or inventor(s).

Funds received by the University from the sale or licensing of intellectual property owned solely by the University shall be allocated and expended as determined by the University.

Unless otherwise negotiated by the faculty member(s) and the University, funds received by the faculty member(s) and the University from the sale or licensing of intellectual property owned jointly by the faculty member(s) and the University shall be allocated and expended as follows:

1. The first \$5000 of the net royalty income received will be distributed to the faculty member(s).
2. Thereafter, the net royalty income received will be equally distributed between the faculty member(s) and the University.

In the event of collaborating creators, the University and the creators will determine the allocation of individual shares upon completion of an Intellectual Property disclosure form.

**27.3: Faculty Development and Travel:** For planning purposes, each member of the bargaining unit must provide the Department Chair with information on her/his anticipated development/travel plans by December 1. Travel plans shall include relevant information such as the name of conference, dates of conference, faculty member's expected participation, and estimated costs. Funds provided below shall be allocated and used for faculty travel and/or development that are in the interests of the faculty member and the University, and are subject to the normal University standards for allowability.

**27.3a: Departmental Faculty Development and Travel:** The departmental travel fund shall be used in accordance with department governance documents. Each year, the University shall budget to

each academic department a departmental travel fund for the duration of this contract. The amount budgeted shall be as follows:

\$900 times the number of full-time faculty members in the department.

- 27.3b: College Faculty Development and Travel:** Additionally, the University shall budget to each college Dean's office the following sums times the number of bargaining unit members within that respective college:

\$525 times the number of full-time faculty members in the department.

The Dean, in collaboration with the Department Chairs, on behalf of faculty members with additional travel opportunities, will allocate unencumbered funds for additional faculty development travel.

- 27.4: University Outreach Fee Remission:** Each member of the bargaining unit shall be entitled to instructional fee remission twice per calendar year for non-credit courses offered through the Continuing Education department of University Outreach. Furthermore the bargaining unit member's spouse and dependent children shall be entitled to instructional fee remission once per calendar year for such non-credit courses, provided that there is an enrollment slot available above and beyond the enrollment level required to fund the course.

Application shall be made in advance of enrollment on a form provided by University Outreach and in accordance with deadlines established by University Outreach. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course that is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year.

- 27.5: Publication Costs:** The Administration agrees to pay the reasonable costs for publication of a bargaining unit member's peer-reviewed scholarly research provided that the publication carries the University's identification. For professional publications where a submission fee is required, the University shall ensure that the cost of submission is supported by the University. Approval shall be secured in writing by the individual from his/her Chair, Dean and the Associate Vice President for Research using the appropriate form before making financial commitment to costs.

## **Article 28**

### **Teaching Rights and Responsibilities**

- 28.1: Right to Teach:** Academic administrators who wish to teach may do so in coordination with, and upon approval of, the department involved but in no case if it jeopardizes the employment of a currently available full-time faculty member. Graduate assistants may be assigned to teach lower-division classes provided that they do not jeopardize the employment of currently available full-time faculty members. Non-employees of the University may not be assigned a full-time teaching load.
- 28.2: Textbook and Course Materials Selection:** A faculty member may select the textbook(s) to be used in his/her courses unless the faculty member teaches a multi-section or sequential course, in which case the department faculty who are involved in teaching the course(s) shall provide for

textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected. To assist the University to comply with Section 133 of the Higher Education Opportunity Act written notification shall be provided to the Chair regarding textbook and course material selection no later than seven (7) calendar days prior to the date established on the University Calendar of Operations as the Textbook Order Due Date.

A faculty member's failure to provide textbook information by the date established in this article and section shall result in a default to the textbook and course materials previously utilized by the faculty in that course, if available, or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

**28.3: Course Requirements:** Members of the faculty must provide each student access to a course syllabus in each course taught. A printed copy of the syllabus must be provided to the Chair no later than seven (7) business days after the beginning of each semester/ term whether or not there has been a revision(s) to said syllabus. The course syllabus shall include a clear explanation of the faculty member's policies on grading and class attendance for the course, a list of the days times and location of scheduled office hours (including the methods of communication for distance education courses). The course syllabus shall be made available to students within seven (7) business days after the beginning of the semester/term. During office hours, a faculty member shall explain a grade to a student who requests such explanation. The faculty member must provide to each student at least one (1) written grade report on a class assignment (test, examination, essay, etc.) at least three (3) weeks before the deadline for student withdrawal from the course. Faculty members shall retain student materials in physical or digital form that have not been returned to the students for one (1) semester. Material from the spring or summer semester should be retained through the following fall semester. Faculty members shall retain grade and attendance records (if kept) for one (1) year. Backup of student materials through the course management system by faculty members will satisfy the materials retention requirement. During the first fourteen (14) calendar days of each term faculty members may be required to identify students who do not attend selected lower level classes. The method utilized to identify such students shall be at the discretion of the faculty member. Faculty members may not penalize a student for missing a class if the student provides advanced documentation that the absence was a result of a University-sponsored activity. If a course has a final exam, the course is required to meet during the assigned final exam time slot unless alternate arrangements have been made subject to the approval of the Department Chair.

**28.4: Outside Employment:** Faculty members may accept consulting and other employment outside the University provided these activities do not represent a direct conflict of commitment or interest as defined below:

**Conflict of Commitment:** Faculty members must give due regard to their paramount responsibilities to the University in determining the amount and character of work done outside it.

**Conflict of Interest:** Faculty members must refrain from engaging in any activity that could potentially have a substantial and continuing negative impact on the faculty member's University or professional obligations. Activities of this nature might include long-term relationships with business, government, or nonprofit organizations; expert testimony; or self-employment.

The extent of consulting and/or outside employment must be disclosed each term academic year on a form provided by the University prior to accepting outside employment. These rights and re-

sponsibilities exist at all times, including periods of leave. A full-time appointment to the faculty of another school, college, or University is by definition unacceptable and excessive outside employment. Should a faculty member's outside employment status change at any time during the academic year, the faculty member is required to submit an updated outside consulting form.

If the Chair believes that a faculty member's outside activities interfere with the extent or quality of the faculty member's obligation to the University or his/her profession or compete directly with the University in its pursuit of grants, awards, projects and other sources of funding, the Chair and the faculty member shall discuss the situation in an attempt to resolve any problems or misunderstandings. If a resolution cannot be reached at the department level, then either party may appeal to the Dean. Should the matter not be resolved at the level of the Dean, then either party may appeal to the Provost. In no case shall a faculty member be unreasonably denied the opportunity for outside professional development. Faculty members who are in receipt of approved Sabbatical, Faculty Improvement Leave (FIL), or a Research Professorship shall not be eligible to accept outside employment that is competitive with or in conflict with the interests of the university for the duration of the re-assignment.

**28.5: Start of Contract Period:** Bargaining unit members are expected to be available for service at the beginning of the contract period. If the bargaining unit member reports after the date he/she is scheduled to perform duties, his/her salary shall be reduced by an amount equal to the individual's pay for the days of absence. The penalty shall not apply if the absence has been authorized in advance by the Department Chair.

**28.6: Office Hours:** Faculty members teaching solely on campus shall maintain a minimum of five (5) on campus office hours weekly during each term (3 hours for summer term) at times convenient to both the faculty member and to his/her students. Office hours shall be distributed over a minimum of three (3) days each week (two days each week for summer term) unless alternative arrangements have been made subject to the approval of the Department Chair. During these times, a faculty member shall be available to meet with students in connection with courses and academic advisement. Office hours missed due to emergencies or unavoidable University obligations shall not be subject to the student grievance process.

For online course(s) the faculty member shall establish office hours for consultation with students at a distance utilizing available communication tools including email, chat, computer conferencing or other technologies. Such online office hours shall count toward the five (5) required office hours. The physical location of these online office hours is at the discretion of the faculty member. These online office hours may fall beyond the standard institutional business operations of the university; however, the students must be informed of online office hours in the syllabus. For each online course, the faculty member must conduct at least one office hour online per week. If the faculty member is teaching all online courses, all five (5) hours will be scheduled online and distributed across three calendar days and no on-campus office hours shall be required. For off-campus courses, faculty may establish off-site office hours for consultation with students. Such off-site hours shall count toward the five (5) required office hours.

Faculty members teaching distance education course(s) shall post a statement regarding the methods and procedures to be utilized for office hours. Faculty members teaching distance education course(s) are expected to respond to student communications that occur outside of the scheduled office hours within two (2) business days of the receipt of the student communication.

**28.7: Final Grades:** The parties agree that the individual faculty member retains the authority to make the final determination of the grade to be awarded to each student in his/her courses. No individu-

al or committee shall be authorized to change a grade, except upon the recommendation of the faculty member who awarded the grade, or as provided in Article 20.2. The provisions of this article shall not apply in situations in which the faculty member is no longer in the employment of the University and cannot be contacted by the Administration.

## **Article 29** **Miscellaneous**

**29.1: Salary Checks:** Faculty salary payments shall be made semi-monthly. Payments will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the University working day nearest to the fifteenth (15th) and last day of each month. Faculty members with nine-month contracts will have the option of being paid in eighteen (18) semi-monthly payments or twenty-four (24) semi-monthly payments. A faculty member has the responsibility to identify his/her option by placing a checkmark beside the desired pay plan on his/her employment contract. Should a faculty member fail to return a signed contract by the required submission date or who fails to properly identify his/her option by way of the checkmark on his/her contract shall receive his/her pay in eighteen (18) semi-monthly payments. The selected pay option will remain in effect for the duration of the contract year. Changes in pay plan options may not be made during a contract year.

At the time of hire, a faculty member shall be responsible to identify his/her pay option by placing a checkmark beside the pay plan option box on the form. The pay plan elected shall be in effect during the time of University employment unless the faculty member desired to change his/her election for the next academic year.

**29.2: Payroll Deductions:** Upon proper individual authorization, the Administration shall administer the following payroll deductions and a record shall be kept of dates of transfer. These deductions shall be transmitted no later than the next pay date.

- Association dues.
- Up to two (2) tax-exempt charitable organizations.
- Tax-sheltered annuities; Individual Retirement Accounts (IRA), and IRS approved 403(b) programs.
- Associated School Employees Credit Union.
- Contributions to an Association Political Action Committee or the Fund for Children and Public Education.
- the YSU Annual Fund.
- Section 125 and premium "pass through" payments.
- STRS service credit purchase.

An employee may enroll in a tax-sheltered annuity program once each year.

**29.3: Bookstore and Athletic Tickets:** The University will fund the cost of a twenty percent (20%) discount for bargaining unit members on purchases of \$5.00 or more on items sold by the University Bookstore and the cost of a fifty percent (50%) discount on athletic tickets and University Theatre tickets for use by bargaining unit members and their immediate families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one (1) day before the event.)

**29.4: Tuition or Fee Remission:** Children and spouses of bargaining unit members shall enjoy the benefits of early registration each semester they are enrolled and shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. “Children” for purposes of this article are the biological children, legally adopted children, or step-children of a bargaining unit employee. Bargaining unit employees must provide sufficient evidentiary information requested by the University such as copies of marriage licenses, birth certificates, and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University’s application/affidavit in order to receive tuition remission. Dependent children shall be eligible for fee remission to the end of the academic year during which they reach age twenty-five (25).

Bargaining unit members shall receive remission of instructional and general fees, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Courses may not be taken at times that conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six (6) semester hours shall not apply to courses taken at YSU as part of a Sabbatical or Faculty Improvement Leave granted under the provisions of Article 6.

Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. Dependent children of an employee who dies are eligible for fee remission of instructional fees until the end of the academic year during which they reach age twenty-five (25). A surviving spouse of an employee who dies is eligible for fee remission as long as he/she remains unmarried.

**29.5: Travel Reimbursement for Instruction:** Faculty members who are required to provide instruction or perform other official duties off campus shall be reimbursed for travel in their privately owned vehicles to local sites (less than fifty [50] miles from YSU). Travel for instruction and other official duties that involve international locations shall likewise be reimbursed according to the approved travel policies in the official YSU Travel Policy.

This section constitutes the terms and conditions for the delivery of instructional services by YSU full-time faculty engaged in teaching regular for-credit YSU courses at sites located beyond a fifty (50) mile radius from YSU’s main campus. This section does not apply to those current full-time faculty members who are hired specifically to provide instruction exclusively at an off-campus site and who do not teach at the Youngstown main campus. Faculty shall be free to accept or reject such teaching assignments without prejudice.

Faculty shall be reimbursed for mileage, meals, and, subject to prior approval, for overnight stay in accordance with YSU’s travel policy and regulations. Travel undertaken for this purpose shall carry University travel insurance. Mileage is defined to be that between the off-campus instructional site and either YSU’s main campus or the point of departure, whichever is less.

Faculty shall be subject to all applicable Agreement provisions (syllabus, office hours, returning graded work to students, etc.) as if the course(s) were taught on YSU’s main campus. The minimum number of office hours shall be one hour per week per course or section offered. Office hours at the main campus shall be reduced accordingly.

Should the off-campus course(s) trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.7. Normally,



the number of overload courses shall not exceed one (1) per year per participating faculty member.

In addition to overload pay, if applicable, participating faculty members shall receive supplemental pay of up to a maximum of \$1,000 per academic term for instructional services provided at an off-campus site. This supplemental pay shall be determined as follows:

An assignment that involves one travel-day (one round trip) per week for a full academic term will qualify for a \$500 supplemental pay.

An assignment that involves two travel-days (two round trips) per week for a full academic term will qualify for the maximum \$1,000 supplemental pay.

For any assignment that involves more than two travel-days (more than two round trips) per week for a full academic term, the faculty member will be offered overnight stay (subject to the limits of YSU's travel policy and regulations) in order to reduce the travel to two travel-days (two round trips) per week.

- 29.6: Student Organization Advisors:** Faculty appointed as advisors to recognized student organizations are engaged in official University business while serving in such capacity. A pool of \$2,500 each year will be available for reimbursing faculty members for costs incurred in their role as faculty advisors to student organizations.
- 29.7: Home Address:** It is the responsibility of the bargaining unit member to provide a current address to both the Office of Human Resources and to the Department Chair. Notifications that the University sends to a faculty member's home address shall be mailed to the current address on record in Human Resources.
- 29.8: Andrews Student Recreation and Wellness Center:** Members of the bargaining unit and retired bargaining unit members shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of \$100 per person or \$200 per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.
- 29.9: Official Forms:** The Office of Human Resources shall maintain a repository of official forms to be used for applying for promotion, sabbatical, faculty improvement leaves, and other applications specified in this Agreement, as well as forms for faculty evaluation. The forms shall be available in paper copy and online. These forms shall not be changed without the mutual consent of the Administration and the Association.
- 29.10: Deadlines:** If a deadline stated in any part of this Agreement falls on a date that the University is closed, the effective deadline will move to the next business day.

### **Article 30**

#### **Types and Duration of Contracts**

- 30.1: General:** During the 2017-2018 Academic Year, the terms specified in Article 30 of the 2014-2017 Agreement shall remain in force. The terms of the present Article 30 shall begin in the

2018-2019 Academic Year. The standard length of a faculty contract shall be nine (9) months, although exceptions may be made by mutual consent of the University, the Association, and the employee. Faculty members' contracts shall be designated as "tenured," "probationary," "degree completion," "term," "terminal," "visiting," "post-doctoral," or "supplemental." Faculty members who are tenured shall receive contracts so designated. Terminal degree is defined in Appendix A.

**30.2: Types of Faculty Contracts:** The types of faculty contracts and special provisions of these types are described as follows:

- **Tenure:** This type of contract is issued to a faculty member who, subsequent to a tenure review, has received written notification from the President of the University that tenure has been granted. A faculty member who has been issued a tenure contract will be sent annual letters of reappointment specifying rank and salary.
- **Probationary:** This type of contract is issued to a faculty member at the rank of Assistant Professor or above who has completed the terminal degree in his/her field, or who holds alternative credentials proposed by the department and approved by the appropriate Dean; a faculty member issued a Probationary contract has not yet received tenure but is progressing toward it. The contract shall indicate the year of progression in the tenure process.
- **Degree Completion:** This type of contract is issued to a faculty member at the rank of Lecturer to a faculty member who is completing a relevant terminal degree. The degree completion contract is a one-year contract that may be renewed one time. Upon completion of the degree, the faculty member shall be assigned the rank of Assistant Professor and issued a probationary contract beginning the following academic year. At the request of the faculty member and with the recommendation of the Chair and the Dean, and the approval of the Provost, the faculty member may be given up to one year credit toward tenure with promotion to Associate Professor. For faculty hired prior to August 2017, the 2017-2018 academic year shall count as their first Degree Completion contract under this paragraph.
- **Term:** This type of contract may be for an annual or multi-year appointment at the rank of Lecturer, Senior Lecturer, or Assistant Professor and may be renewed upon recommendation of the Dean and approval by the Provost. A faculty member holding a Term contract is not eligible to apply for promotion (with the exception of Lecturer), tenure, sabbatical, research professorship or FIL. A faculty member who has held a term contract for five (5) or more consecutive academic years shall be eligible to be nominated for a Distinguished Professorship Award.
  - **Lecturer:** This type of contract is issued to a faculty member who is responsible for teaching with no expectations for scholarship or research, and minimal expectations for service. Lecturers who perform service beyond the minimal expectations of department governance (described in Article 9.4) shall be assigned workload credit equal to the amount established in the department's governance document. Lecturers who demonstrate research/scholarship/creative activity commensurate with the expectations defined in their department's governance document shall be assigned workload credit equal to the amount established in the department's governance document. Lecturers shall not be expected to have completed the terminal degree in his/her field. A Lecturer appointment may be renewed by the University for up to five (5) years on an annual basis. A Lecturer appointment is eligible to apply for

promotion to a Senior Lecturer during their fifth year of service, but is not eligible for tenure. A Lecturer is not eligible to apply for a sabbatical, FIL, or Research Professorship Award, but is eligible for a Distinguished Professorship Award. Faculty hired prior to August 2017 who have served fewer than a combined five (5) years under Term or Temporary contracts will be appointed as Lecturers if renewed for 2018-2019 and shall be eligible to apply for Senior Lecturers in their fifth year of service.

- **Senior Lecturer:** This type of contract is issued to a faculty member who has received written notification from the President of the University that a promotion has been granted to Senior Lecturer effective the following year. A faculty member who has been issued a Senior Lecturer contract will be sent annual letters of reappointment specifying rank and salary. Senior Lecturers who perform service beyond the minimal expectations of department governance (described in Article 9.4) shall be assigned workload credit equal to the amount established in the department's governance document. Senior Lecturers who demonstrate research/scholarship/creative activity commensurate with the expectations defined in their department's governance document shall be assigned workload credit equal to the amount established in the department's governance document. A Senior Lecturer is not eligible to apply for a sabbatical, FIL, or Research Professorship, but is eligible for a Distinguished Professorship Award. Faculty hired prior to August 2017 who served under Term or Temporary contracts and have a combined four (4) or more years of service shall be eligible to apply for Senior Lecturers in the 2017-2018 academic year.
- **Terminal:** This type of contract is issued to a faculty member when it is known at the time contracts are issued that the year covered by the contract is to be the final year of service.
- **Visiting:** This type of non-tenure track contract is issued to a faculty member for a term of up to one year and may be renewable to cover a period of up to three academic years. The number of Visiting contracts for a year shall not exceed six. The salary for a visiting faculty member that falls below the minimum for a particular rank specified in Article 4 shall be determined by consultation and approval of the Executive Committee of the Association and the Provost. Faculty on a Visiting contract shall not have the shared rights specified in Article 9.4 of the Agreement. Faculty on a Visiting contract shall not be eligible to apply for a sabbatical, an FIL, or a Research Professorship, and shall not be eligible to receive a Distinguished Professorship Award.
- **Postdoctoral:** This type of contract is issued to a faculty member who has completed a doctoral degree in his/her field. There shall be two (2) types of postdoctoral contracts: a Research postdoctoral and a Teaching postdoctoral. A Research postdoctoral shall not exceed four (4) SH per semester in teaching, and a Teaching postdoctoral shall not exceed nine (9) SH per semester in teaching. This type of contract may be renewed no more than one (1) time.

A faculty member holding a Postdoctoral contract is not eligible to apply for tenure and promotion, sabbatical, faculty improvement leave, research professorship, reassigned time under Article 27.4, or Distinguished Professorship Award.

- **Supplemental:** The Administration and Association may develop supplemental contracts for faculty to perform duties beyond those included in the expected activities of faculty. Such contracts shall be reviewed for approval by a three-member committee made up of one member appointed by the Provost, one appointed by the Association President, and one member

mutually selected by the two appointees. Approval is not required for supplemental payment funded from external sources or amounts less than \$500.00. Faculty are free to decline supplemental contracts without prejudice.

- 30.3: Other Contracts:** In special circumstances, an exception to the types of contracts listed in Article 30.2 of the Agreement may serve the interests of both the University and the Association. In such cases, the Provost and the President of the Association, with the approval of the Executive Committee, may agree to a contract under terms other than those indicated in Article 30.2. It is understood, however, that all such faculty shall be members of the bargaining unit and shall be subject to the terms of the Agreement.

## **Article 31 Distance Education**

- 31.1: Introduction:** The Administration and Association recognize that advances in technology may allow for the development of technologically innovative methods of instruction that enhance accessibility to learning and may increase enrollments. The definition of “Distance Education” as used here is in Appendix A.
- 31.2: Distance Education Learning Community:** A Distance Education Learning Community (DELIC) will be composed of the Distance Education Director, Instructional Designer(s), faculty volunteers and participants. One of the Instructional Designers will serve as the DELIC Chair.

The charge of the DELIC shall be to use the needs of faculty teaching online to:

- Make suggestions for improvements on items such as new workshops, needed technology, and training through meetings scheduled at the discretion of the committee.
  - Make suggestions for course development goals or plans based on identified needs of YSU students.
  - Discuss the effectiveness of distance programs in promoting knowledge or skill acquisition.
- 31.3: Rights and Responsibilities:** The following describes the role and responsibilities of those parties involved with distance education:
- During the period of this contract, opportunities to participate in distance education can be accepted or rejected by faculty members without prejudice unless otherwise indicated in their initial letter of appointment.
  - A faculty member teaching distance education courses will be required to complete training as specified by DE policy beginning in the academic year 2012.
  - A faculty member teaching distance education courses shall minimally comply with all of the standard practices, procedures, and criteria that have been established for traditional in-the-classroom courses, except as set forth below. Current DE Policy states that all individuals who will be a part of the development process must have participated in the appropriate training as provided by Quality Matters or the YSU Office of Distance Education. This includes but is not limited to: eYSU Rubric Training and/or Applying the Quality Matters Rubric (APPQMR) training, which is currently required of all developers, and the LMS (currently Blackboard) training.
  - The Chair schedules distance-education courses. These courses shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the college and department. Once a course has been scheduled as a traditional, web-based, web-

centric, hybrid, or video conferencing course, it cannot be converted to another instructional method without the prior approval of the Chair. All courses must be successfully re-reviewed by either the YSU Office of Distance Education or Quality Matters no less than every five (5) years since its last review.

- The student evaluation of teaching instrument for web-centric, and video conferencing courses will be the same as that used for web-based courses.
- Support Services: Within the limits of available resources, the University shall provide technology, software, equipment, and personnel. These services will be provided by the tech desk, IT Customer Service, and the Distance Education Office.
- All faculty teaching an online course must verify students enrolled in their courses via the online verification tool available through the Distance Education Office.

**31.4: Asynchronous Class Size:** In the spirit of collaboration and to keep the decision closest to those with the teaching and learning expertise for the particular discipline, distance-education class size will initially be determined at the department level. Faculty members teaching or developing a course to be taught online and the Department Chair of the department offering the course will determine the maximum class size based on andragogical/pedagogical considerations.

If agreement on the maximum enrollment cannot be reached among the Department Chair and the faculty teaching or developing an online course, the maximum class size will be subject to review and recommendation by the Distance Education Learning Community (DELIC).

Final decisions on the disputed class size will be determined by the Dean after review of the recommendations of the DELIC. If the Dean's recommendation is not reflective of the DELIC recommendation, he/she must explain, in writing why the deviation occurred. A copy must be submitted to the Chair of the DELIC, Department Chair, and the faculty member. Enrollment may be increased above the number typically specified for a particular course with the permission of the faculty member teaching the course. In some cases class size may be increased above the maximum enrollment specified by arranging for additional teaching assistance/support (such as teaching assistants and tutors) and resources to ensure that learning environment remains conducive to effective teaching and effective student learning even with larger enrollments.

In no case shall class size exceed the enrollment conducive to effective teaching and effective student learning.

Distance education technology shall not be used to retrench faculty. All guidelines that apply to traditional courses in regards to workload apply to distance-education courses.

**31.5: Course/Program Development:** Faculty members are not permitted to develop distance-education courses for Youngstown State University unless their proposals are accepted by the Provost or his/her designee.

**31.6: Compensation for Web-based (WB) courses ONLY:**

**1. Course Development:**

- Courses that are certified by a YSU DE internal review team and/or Quality Matters (QM) that have met the Electronic Information Technology (EIT) Accessibility Standards shall be compensated with a stipend of \$2,000 to be paid after the course has been certified as identified herein.

- Major Course Re-development: If approved for re-development, \$1,000 to be paid after the course has been re-certified by a YSU DE internal review team and/or Quality Matters (QM).
- A course developer who is a member of the bargaining unit shall have the first right of refusal to teach the course he/she developed for a period of two academic years (excluding summer) after the course is offered for the first time. A procedure to ensure the exercise of the right of first refusal for summer course rotation shall be identified in the department governance document.
- If multiple sections of the course must be offered, and the developer exercises the right of first refusal, faculty other than the developer may be assigned to teach the second, third, fourth, etc. sections. If multiple sections of the course must be offered, and the developer does not exercise the right of first refusal, faculty other than the developer may be assigned to teach all sections.

## **Appendix A Definitions**

<b>Copyright</b>	that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.
<b>Department</b>	academic, administrative, and other budgetary units of the University. An academic department is a budgetary unit that serves the institution's missions of instruction, scholarship, and service.
<b>Dependent</b>	a spouse recognized under Ohio law or a dependent child as defined below.
<b>Dependent Child</b>	unmarried children (son, daughter, stepson, stepdaughter, legally adopted son, legally adopted daughter) of benefits-eligible employees. A "dependent child" must meet the definition as a legal dependent of the employee as stipulated by the United States Internal Revenue Code or the Ohio Revised Code, whichever is more inclusive.
<b>Distance Education</b>	The United States Distance Education Association defines distance education as the process that culminates in the acquisition of knowledge and skills through mediated information and instruction, encompassing all technologies and other forms of learning at a distance. The planned learning process normally occurs in a different place from teaching and as a result requires special techniques of course design, special instructional techniques, special methods of communication by electronic and other technology, as well as special organizational and administrative arrangements. (See Web-based (WB), Web-centric (WC), Hybrid (HY), and Video Conferencing (VC) below.)
<b>Faculty Member</b>	individuals included in the bargaining unit as defined in Article 2, unless specified otherwise within and for the limited purpose of a particular article.
<b>Gross Royalty Income</b>	gross revenue resulting from a given Intellectual Property.
<b>Hybrid (Hy)</b>	courses where students meet in a traditional classroom setting during the semester and where between 1/3 and 3/4 of the instruction and interaction occur via electronic communication, correspondence, or equivalent mechanisms, with the faculty and students physically separated from each other.
<b>Intellectual Property</b>	inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of faculty.

<b>Invention</b>	any discovery, product, process, machine, composition of matter and/or improvements which may be patentable.
<b>Joint Efforts</b>	projects in which the faculty member and the University knowingly and voluntarily enter into a written agreement, including a sponsored project, as part of the fulfillment of the faculty member's normal duties and responsibilities. The signing of a specific contract with YSU for subsidized research cannot be a stipulated condition of employment.
<b>Leave of Absence</b>	a temporary release from contractual duties for a period of up to one year and is subject to renewal.
<b>Loan of Faculty</b>	a full or partial temporary reassignment from one department to another within the University in accord with the job description and the individual's qualifications.
<b>Net Royalty Income</b>	gross royalty income less costs incurred by the inventor(s)/author(s), the University, and any third party commercializing the product, including securing legal protection and licensing.
<b>Normal Attrition</b>	any reduction in departmental personnel due to resignation, retirement, transfer or nonreappointment (for reasons other than retrenchment), or death.
<b>Patent</b>	that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.
<b>Retrenchment</b>	a reduction in department personnel because of financial exigency, program curtailment, or decreased student credit hours.
<b>Scholarship</b>	the faculty duty to maintain a working commitment to inquiry, research, and/or creative achievement as appropriate to one's field and, to the extent possible, to join one's scholarship with effective classroom teaching.
<b>Service</b>	the faculty duty to act as a responsible "citizen" of one's learned profession, and as an officer of one's educational institution. After a period of personal growth and development as a teacher and creative scholar, a faculty member is expectedly to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.
<b>Tangible Media</b>	Such media include, but are not limited to, books, periodicals, manuscripts, digital media, phonorecords, films, tapes, and disks.
<b>Teaching</b>	the faculty duty to attain and maintain comprehensive knowledge in one's field of study, to prepare thoroughly, to show intense interest in students as well as sensitivity to student interest, to maintain open-mindedness, independence and integrity, and above all, to have and to transmit intellectual enthusiasm to students.



<b>Terminal Degree</b>	the Ph.D. degree or an equivalent, research-oriented doctoral degree in all fields that grant a doctorate. In fields where there is no doctorate, the educational requirements for a probationary appointment will be determined by the academic department, with the approval of the college Dean. Decisions regarding the appropriate credentials shall be based upon documented national standards, e.g., those set by professional associations or accrediting agencies.
<b>Trade Secret</b>	any information that (a) derive economic value from not being readily known or available to others, and (b) is protected from disclosure by reasonable efforts.
<b>Transfer of Faculty</b>	a permanent reassignment from one department to another within the University in accord with the job description and the individual's qualifications.
<b>University Support</b>	significant use (\$5000 in unreimbursed use, other than incidental uses which include public facilities and normal services including library and computer use) in connection with the work, including support provided by another organization when administered or controlled by the University. Significant use of University facilities means extensive unreimbursed use of laboratory, studio, or computer facilities, or human resources. For purposes of Article 27, Sabbatical/Faculty Improvement Leaves, Research Professorships, and reassigned time for normal duties are specifically excluded from consideration as significant use.
<b>Video Conferencing</b>	(also known as Interactive Distance Learning)—Course where (VC) students meet synchronously on site and at a remote site on a specific day and time. Students can see and interact with the instructor and fellow students using interactive video conferencing systems.
<b>Web-Based (Wb)</b>	100% online course where students interact asynchronously with the instructor and other students. Students do not meet in a traditional classroom setting during the semester. Although there is no set time for instruction, there are likely deadlines placed on assignments. Off-campus proctored exams and/or presentations may be required at authorized proctoring sites or at designated locations in compliance with the Higher Education Opportunity Act (HEOA) provision regarding student authentication.
<b>Web-Centric (Wc)</b>	courses in which students interact both synchronously and asynchronously with the instructor and other students. Typically 75% or more, but not all, of the instruction and interaction occurs via electronic communication, correspondence, or equivalent mechanisms, with the faculty and students physically separated from each other.
<b>Works for Hire</b>	University-commissioned projects whereby a faculty member and the University knowingly and voluntarily entering into a written agreement to create a specific intellectual property; such efforts are not in fulfillment of the faculty member's normal duties and responsibilities.

**Works of Authorship**

Such works include, but are not limited to, the following: computer programs, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings); motion pictures and other audiovisual works; sound recordings; and architectural works.

**Appendix B  
Retrenchment Matrix**

<b>Action</b>	<b>Tenured Faculty Member</b>	<b>Non-Tenured Faculty Member</b>
Permanent Transfer to another academic department	When a tenured faculty member is transferred to another academic department, he/she retains his/her rank, salary, and tenure status.	When a non-tenured faculty member is transferred to another academic department, he/she retains his/her rank and salary. His/her years of service in the former department count toward the acquisition of tenure except that the receiving department shall be granted no less than two (2) years of actual service in that department before tenure may be acquired therein.
Permanent Transfer to a non-academic department	When a tenured faculty member is transferred to a non-academic department, he/she retains his/her rank and tenure in the former department. The salary in the non-academic position shall not exceed the amount budgeted for the position.	When a non-tenured faculty member is transferred to a non-academic department, his/her salary in the non-academic position shall not exceed the amount budgeted for the position. If he/she should return to his/her former “home” department, he/she holds the rank and tenure status as he/she had at the time of transfer.
Full or Partial Loan to an academic department.	When a tenured faculty member is placed on full or partial loan to another academic department, he/she retains his/her rank, salary, and tenure status.	When a non-tenured faculty member is placed on full or partial loan to another academic department, he/she retains his/her rank and salary. His/her years on loan count towards the acquisition of tenure. The “home” department will make tenure, promotion, and salary recommendations on the loaned faculty member in consultation with the “loan” department.
Full loan to a non-academic department	When a tenured faculty member is placed on full loan to a non-academic department, he/she retains his/her rank and tenure status. The salary in the non-academic position shall not exceed the amount budgeted for the position.	When a non-tenured faculty member is placed on full loan to a non-academic department, he/she accumulates no credit towards the acquisition of tenure. When he/she returns to his/her “home” department, he/she holds the same rank and tenure status as he/she had at the time of the loan. His/her salary in the non-academic position shall not exceed the amount budgeted for the position.
Partial loan to a non-academic department	When a tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary, and tenure status.	When a non-tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary, and tenure status; his/her years on partial loan count towards tenure; the “home” department continues to make tenure, promotion, and salary recommendations for the loaned faculty member.

## **Appendix C**

### **Faculty Tasks, Duties, and Assignments**

**Introduction:** The following standards shall be considered as normal for the areas of teaching, scholarship, and professional service:

- A. Teaching.** The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.
- B. Scholarship.** The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity, whether in inquiry and investigation, writing, design and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching.
- C. Service.** A University faculty member is a “citizen, a member of a learned profession, and an officer of an educational institution,” according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member’s professional interests, for the governance of the University, the standards of the faculty member’s discipline, and the welfare of the civic community.

A representative but not prioritized list of tasks, duties, and assignments of the members of the bargaining unit in the areas of teaching, scholarship, and service follows:

**(a) Teaching:** Teaching may include the following activities:

1. instruction, preparation, and supervision.
2. instruction by a variety of delivery methods which could include asynchronous distance education (web based), video teleconference (interactive distance learning), field-based or off-campus instruction.
3. laboratory design, preparation, instruction, supervision, and other associated responsibilities.
4. student teacher supervision and evaluation.
5. measurement of student performance including the preparation, administration, grading, and evaluation of tests, papers, examinations, and reporting of grades.
6. conferences with and academic advisement of students outside of their registration needs.
7. coordination, supervision, and evaluation of student research beyond regular course assignments, including research for a graduate degree.
8. coordination and supervision of student activities directly related to the academic program such as directing the debate team or supervising the intramural athletic program; coordination and supervision of academic programs such as Classical Studies, Engineering Technology programs, and English Composition.
9. experiments in teaching methods and teaching-oriented research.
10. writing letters of recommendation for students.
11. selection and procurement of books, films, and other materials for classroom or laboratory use.

**Appendix C**  
**Faculty Tasks, Duties, and Assignments**  
**(continued)**

12. evaluation periodically of library holdings and recommendation of books to be ordered by the library.
13. development of new courses and programs of study.
14. service as a member of a graduate student's research project committee.
15. development and participation in course and program assessment activities.
16. active participation in efforts to improve student retention and graduation rates.
17. other similar activities.

**(b) Scholarship:** Scholarship may include the following activities:

1. research that leads to the discovery of new knowledge or new applications of existing knowledge.
2. publication in scholarly journals, including peer-reviewed online journals, or books and/or research intended to lead to the same.
3. research related to the scholarship of teaching and learning.
4. ongoing reading and research to maintain proficiency and growth in one's field of professional specialization.
5. in the case of fine and performing arts, regular practice and performance to maintain and develop professional skills.
6. research intended to lead to the preparation and presentation of a scholarly paper to a professional society, or a paper in one's field of specialization to any group.
7. editing professional journals and serving as a referee of manuscripts that have been submitted to a journal.
8. reviewing texts in one's field of specialization for publishers.
9. holding membership or an office in professional associations.
10. attendance and participation in meetings, conferences, and conventions of professional associations.
11. writing proposals for financial support of research or other projects, including academic institutes or workshops.
12. consulting with YSU faculty on research proposals or projects.
13. University-sponsored research.
14. discipline-connected consultation or discipline-connected community service.
15. other similar activities.

**(c) Service:** Service may include the following activities:

1. service on department, college, and University committees.
2. service on Association committees.
3. service on the Academic Senate and its committees.
4. service on University-related committees.
5. participation in University-sponsored and other activities to recruit students.
6. interviewing and screening candidates for faculty and staff appointments.
7. coordination, advisement, and supervision of student organizations or student activities not directly related to the academic program.
8. advising and counseling of students.
9. participation in University-sponsored community service or community projects.
10. taking inventory of equipment and supplies.

**Appendix C**  
**Faculty Tasks, Duties, and Assignments**  
**(continued)**

11. service as the designated representative of the University.
12. participation in community-sponsored activities within the University.
13. discipline-related public service.
14. mentoring of faculty.
15. activities related to General Education Requirements.
16. other similar activities.

## Appendix D Insurance Benefits

### MMO plan summary documents being amended for inclusion in printed document.

#### Definitions:

**Contract Period** and **Fiscal Year** are defined as the 12-month period July – June

**Funding Level**—The overall dollars needed to cover estimated health care expenses. The **Funding Level** will be converted to **Funding Rates** for the **Contract Period**:

For the Fiscal Years beginning July 1, 2017 and ending June 30, 2020:

Medical = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;

Rx = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;

Dental = Fully insured rate as set forth by the dental insurance carrier;

Vision = Fully insured rate as set forth by the vision insurance carrier.

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;

Vision = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs.

**Funding Rates** are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

**Expected Claim Liability** is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

**Actual Costs** = Paid Claims + Fixed Costs – Prescription Drug Rebates

**Fixed Costs** = Administrative Costs + Stop Loss Premiums

#### **Funding Level/Rates Calculations**

**Funding Rates** for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate **Funding Level**.

#### **Reserve**

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

#### **HCAC Target Reserve Policy**

I. Components of the Target Reserve:

- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and

**Appendix D: Insurance Benefits  
(continued)**

- b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
  
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
  
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
  
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
  - a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
  
  - b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
  
  - c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
  
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

**EMPLOYEE CONTRIBUTIONS**

Employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. In each year of the contract, once the funding rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the University and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur each July 1 of the contract thereafter.



**Signature Page**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signature.

<b>Youngstown State University – Chapter of Ohio Education Association</b>	<b>Youngstown State University</b>
<hr/> Albert J. Sumell President	<hr/> James P. Tressel President
<hr/> Jamal K. Tartir Chief Negotiator	<hr/> Allan L. Boggs Chief Negotiator

**Committee Members**

**YSU-OEA**

Albert J. Sumell  
 Jamal K. Tartir  
 Jeanine L. Mincher  
 Gabriel Palmer-Fernandez  
 Michael G. Pontikos  
 Steven M. Reale

**YSU**

Allan L. Boggs  
 Seth P. Briskin  
 Betty Jo Licata  
 Joseph Mosca  
 Matt E. O’Mansky  
 Jake J. Protivnak  
 Angela Spalsbury

**Side Letter of Agreement**

2017-2020 Agreement between  
Youngstown State University  
and  
Youngstown State University Chapter of the Ohio Education Association

During the term of this Agreement, should the Board of Trustees amend University policy titled “Faculty workload,” 3356-10-20, effective June 17, 2015, to increase the standard workload (which includes teaching, research and service) for all full-time faculty bargaining unit members (excluding Lecturers and Senior Lecturers) beyond 24 workload hours per year, excluding summer sessions, all full-time faculty shall receive an immediate one-time ten percent (10%) increase to base salary. This provision is triggered solely upon a change to the Board’s “Faculty workload” policy regarding the number of workload hours, or through other policy changes that accomplish the same result, and not a change to any individual faculty member’s workload.

There shall be no exceptions to this agreement except those made through a Memorandum of Understanding signed and agreed to by both parties.

It is understood and agreed by both parties that the workload of individual faculty are subject to change from semester to semester within the above referenced Board approved policy structure, consistent with University needs and college and/or department governance documents.

For the Association

For the University

\_\_\_\_\_  
Jamal Tartir

\_\_\_\_\_  
Allan Boggs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Side Letter of Agreement**

2017-2020 Agreement between  
Youngstown State University  
and  
Youngstown State University Chapter of the Ohio Education Association

The following academic rank bonus payments have been established to provide acknowledgement to the various faculty ranks in recognition of their teaching, scholarship and research contributions to the University.

The University will provide academic rank bonus payments to faculty members who are actively employed during the 2017-2018 academic year at the ranks listed below, and were employed during the previous academic year, in accordance with the following:

Professor	\$1,000.00
Associate Professor	\$750.00
Assistant Professor	\$650.00
Instructor	\$500.00

Said payments shall be paid on October 15, 2017, and will be subject to required state, federal, and local taxes, as well as contribution to the State Teacher’s Retirement System (STRS) or Alternative Retirement Plan (ARP) as may applicable to the individual faculty member.

For the Association

For the University

\_\_\_\_\_  
Jamal Tartir

\_\_\_\_\_  
Allan Boggs

Date: \_\_\_\_\_

Date: \_\_\_\_\_