Article 31
Other Benefits

Mediation Proposal, University, February 1, 2018

31.1 Tuition and Fee Remission. This benefit consists of a waiver of the instructional fee, general fee, and out-of-state tuition for Bargaining Unit Faculty Members taking courses at the University, and a waiver of 80% of the instructional fee, general fee, and out-of-state tuition for their spouses or domestic partners and eligible dependents taking courses at the University. This benefit does not apply to high school students participating in the Dual Enrollment Program.

31.1.1 Eligibility for Tuition and Fee Remission Benefits. Eligibility is determined by the status of the Bargaining Unit Faculty Member on the first day of the applicable term. The following individuals are eligible for these benefits:

- Bargaining Unit Faculty Members.
- Spouse, domestic partner or dependents of an eligible Bargaining Unit Faculty Member. A dependent is a son, stepson, daughter, or stepdaughter of the Member as defined in the Internal Revenue Code, Section 151 (e)(3), who is eligible to be claimed as a dependent on the Member’s federal income tax return up to the maximum age limits as provided for a qualified child.
- Retirees, including those on disability retirement, who have ten years of Wright State University service, and who were eligible at the time of their retirement, and their spouses, domestic partners, and dependents.
- Spouses, domestic partners and dependents of Bargaining Unit Faculty Members who were eligible at the time of their deaths or spouses, domestic partners and dependents of eligible Members on disability leave. Such eligibility for dependents expires at the time their dependent status would have expired.
- Members on disability leave pursuant to Section 30.4.

31.1.2 Limitations on Tuition and Fee Remission Benefits.

31.1.2.1 A Bargaining Unit Faculty Member is limited to maximum benefits equal to the instructional fee, general fee and out-of-state tuition for a maximum of eight (8) credit hours per semester. For the purpose of Member fee remission, there are three semesters per year: fall, spring, and summer. Spouses, domestic partners and dependents of the eligible Bargaining Unit Faculty Member, retirees, and Members on disability leave are not subject to these limitations.

31.1.2.2 Benefits for credit-hour courses for a Bargaining Unit Faculty Member apply only to courses included in regular undergraduate and graduate level programs, and do not apply to courses in Medicine and Professional Psychology. Benefits for credit-hour courses for an individual other than a Bargaining Unit Faculty Member apply only to courses included in regular undergraduate and master’s level programs.
31.1.2.3 Except for certain restricted offerings, an eligible Bargaining Unit Faculty Member may have 100% of the fee for noncredit courses or workshops remitted if the enrollment is approved by the Member’s Chair as being beneficial for the training of the Member.

31.1.2.4 The fee remission benefit for eligible Bargaining Unit Faculty Members covers audited courses as well as courses for academic credit.

31.1.2.5 A fee remission for noncredit courses or workshops is not available for spouses, domestic partners, and dependents of the Bargaining Unit Faculty Member or for retirees.

31.2 Employee Assistance Program. The University will provide members of the household of eligible Bargaining Unit Faculty Members, and dependents of an eligible Member who are eligible for group health insurance coverage, an Employee Assistance Program that provides short-term problem-focused counseling to deal with a variety of personal and work-related problems. This program shall be provided at no cost to the Bargaining Unit Faculty Member.

31.3 Flexible Spending Accounts. The University will offer flexible spending accounts for health and dependent care to eligible Bargaining Unit Faculty Members. The terms of such accounts are as follows:

31.3.1 The health care account is used for pre-tax reimbursement of medical, dental and vision care costs that are not reimbursed by an insurance plan. The minimum contribution is $10/month; the maximum contribution is the maximum allowed by law. Except as limited by Section 26.1.4, Members who have unspent funds in their 2014 health care account can use the money during the first 2 1/2 months of 2015. Beginning with health care account elections made for 2015, Members who have health account funds that are not spent in one calendar year may carry over amounts as permitted by the IRS up to $500 into the next calendar year, and the Member may access the funds at any time during the carryover year. Thus, up to $500 of a Member’s 2015 health care account funds that are not used in 2015 may be used by that Member at any time during 2016 (but not after 2016), and up to $500 unused in 2016 may be used by that Member at any time during 2017 (but not after 2017). Any rollover funds will be added to the participant elections, but not counted towards the $2,500 maximum Healthcare FSA annual election amount.

31.3.2 The dependent care account is used for pre-tax reimbursement of dependent care expenses including the cost of care in a licensed day care center, preschool tuition, and care provided in or outside the employee’s home. The minimum contribution is $10/month; the maximum is the maximum allowable by law beginning January 1, 2009.

31.4 Parking. The University will offer parking for Bargaining Unit Faculty Members (B permits) at no more than $480-200 for calendar year 2015, $490-250 for calendar year 2016-2019, and $290-300 for calendar year 2020. Members will not be charged extra for gated lot access. The University shall make a good faith effort to provide an adequate number of parking spaces for Members of the Bargaining Unit. The University may make minor adjustments in the number and location of employee parking spaces throughout the year. Before
making permanent or substantial changes to the number of spaces designated for faculty and staff in any specific parking lot, however, the University will consult with the AAUP-WSU.

31.5 Fitness Program and Facilities:

Individual Bargaining Unit Faculty Members can join the Fitness Center for a fee to be set by the University at no more than $150 per year. However, this fee will be waived for a Member who (1) sets up a personal wellness account in the University’s “Living WELL” portal (which must be done once), (2) annually, during the enrollment period (January and February each year), completes a personal Health Risk Assessment in the portal, and (3) has annual biometric labs consisting of height, weight, BMI, waist circumference, blood pressure, blood sugar, and total cholesterol (LDL, HDL, TC/HDL ratio, triglycerides) entered into the portal.

31.5.1 Members can purchase a family membership for $150 annually (September 1 through August 31).

31.5.2 The University and the AAUP-WSU agree that the “Living Well” portal, risk assessments, and biometric labs named in Section 31.5 provide the foundation for a wellness program. Before making any additional provisions of a wellness program available to Bargaining Unit Faculty Members or their eligible dependents, the University will negotiate such provisions with the AAUP-WSU.

31.5.2.3 The University will continue to provide fitness classes currently available to Bargaining Unit Faculty Members for a fee as determined by the University. Such fees shall not exceed the fees charged to other University employees. The University will continue to provide access to athletic facilities currently available to Bargaining Unit Faculty Members at no additional charge.

31.6 Parental Accommodations

31.6.1 Teaching Relief. So that they will have time to care for a newborn or newly-adopted child under the age of six, eligible Members may choose to take either one full semester with no teaching responsibilities or two semesters with 50% of that Member’s customary teaching load without loss of pay. If the Member’s teaching load is an uneven number of courses per academic year, the total reduction in teaching responsibilities will equal the smaller number of classes. Thus, a Member with a customary teaching load of five courses per year will have a total reduction in teaching responsibilities of two courses. Teaching relief semesters must be started within one year of the birth or adoption.

31.6.1.1 To be eligible for teaching relief, the Member must, during the teaching relief semester(s), be the primary caretaker of his or her newborn or newly adopted child under six for at least 25 hours per week, from Monday through Friday, between the hours of 8 a.m. and 10 p.m.

31.6.1.2 Parental Teaching Relief will be granted if requested by a Member who meets the requirements for eligibility. Requests must be submitted to the Provost, with a copy sent to
AAUP-WSU, as much in advance as is reasonably possible. Requests must include a signed statement that the individual will satisfy the requirement for eligibility, as defined in Section 31.6.1.1 and also an anticipated schedule of times when the Member will be the primary caretaker of the child.

31.6.2 Annual Evaluation. All Members who have a newly born or adopted child under the age of six may, upon request, receive the average evaluation score in their department for annual evaluation in the year in which the child was born or adopted, or in one of the following two years. Thus, a Member with a child born or adopted in 2014 has the option of receiving an average evaluation score for 2014, 2015, or 2016. The request must be made no later than December 31 of the year for which the average evaluation score is requested.

31.6.3 When preparing teaching schedules and other assignments, department chairs and deans are encouraged to consider the child care responsibilities of Members with children under the age of six. Members’ schedule requests will be considered but cannot be guaranteed, and reasonable adjustments to accommodate their parenting responsibilities shall not be construed as preferential treatment of those Members.

31.6.4 Members may apply to their dean for support to maintain their laboratory operations or other ongoing professional commitments during the year following the birth or adoption of a child under six.

31.6.5 Additional provisions in this Agreement to assist parents of newborn or newly adopted children include--

- sick leave and FMLA (Article 28 and Sections 30.1-30.2.5),
- unpaid child care leave (Sections 30.3-30.3.3),
- partial unpaid leave (Section 30.8), and
- probationary period extensions (Section 13.5.4 and subsections).

31.7 Adoption Assistance.

31.7.1 The university will reimburse Bargaining Unit Faculty Members up to $4,000 per child for eligible adoption related expenses upon placement of a minor child in the Member’s home. If two adopting parents of the same adopted child are both eligible for adoption assistance, the total maximum benefit amount for that adoption is $4,000.

31.7.2 Eligible adoptions:

Adopted children must be under the age of 18.
The children may be biologically related to either parent.
Adoptions made through public, private, domestic, international, and independent means are eligible.

31.7.3 Eligible Expenses:
Agency and placement fees
Legal fees and court costs
Required medical expenses for the child prior to adoption (including immunizations)
Immigration fees
Translation services
Transportation and lodging expenses

The following expenses are not eligible:

Medical examination fees for the adopting parents
Cost of personal items such as clothing and food for either the parents or the child
Expenses incurred prior to eligibility for the program.

31.7.4 To receive adoption assistance a Bargaining Unit Member must fill out an application for adoption assistance and turn it in to the Department of Human Resources. (Adoption benefits may carry tax implications so Bargaining Unit Members are encouraged to consult their tax advisor.)