Article 7
Faculty Rights and Responsibilities
Fact Finding Proposal, University, January 30, 2018

7.1 Textbooks. With the exception shown in Section 7.1.1, the University and the AAUP-WSU agree that NTE and TET Bargaining Unit Faculty Members shall select textbooks and other teaching material (e.g., software, course notes, etc.) for the courses they teach and that the decision whether to do so individually or collectively will be made by them and by administrators who are members of their department and teach the course(s) in question.

7.1.1 Textbooks and other teaching material (e.g., software, course notes, etc.) for School of Medicine courses shall be selected by an all-faculty committee within that particular discipline. If any portion of Section 7.1.1 can be shown by an external accreditation report not to comply with accreditation standards for the School of Medicine, the textbooks shall be chosen by a Course Oversight Committee and the School of Medicine Faculty Curriculum Committee.

7.1.2 When selecting textbooks and other teaching materials, Bargaining Unit Faculty Members shall make good faith efforts to keep costs to students as low as possible without sacrificing academic needs and to select teaching materials that are consistent with the curriculum.

7.2 Grades. The University and the AAUP-WSU agree that the individual Bargaining Unit Faculty Member retains the authority to make the final determination of the grade to be awarded to each student in his or her class.

7.2.1 If the Bargaining Unit Faculty Member cannot be contacted, there is a conflict of interest, or extraordinary circumstances serve to make the grade inappropriate, the Chair, Dean, or a provost may change a grade awarded by a Bargaining Unit Faculty Member. A grade may also be changed in accordance with specific academic policies set by the Faculty Senate or in response to a petition submitted by the student, providing that such changes are not in conflict with provisions of this Agreement. Before a grade is changed in response to a petition submitted by the student, the Member will be given an opportunity to make a recommendation regarding the anticipated or requested change.

7.2.1.1 Changing a grade to A, B, C, D, F, P U, or X requires consent of the Bargaining Unit Faculty Member who awarded the grade or, under extraordinary circumstances, consent of other NTE or TET Bargaining Unit Faculty in the Department. The Bargaining Unit Faculty Member whose grade was changed under such extraordinary circumstances and the AAUP-WSU will receive written notification of the change within two weeks after the decision to change the grade.

7.2.2 A Bargaining Unit Faculty Member shall explain a grade to a student who requests such explanation during the regular office hours.

7.2.3 Bargaining Unit Faculty Members will schedule examinations, papers, or other components of the grade for each undergraduate course in a manner that will give students feedback and allow them to make informed judgments about their progress during the first half of the course...
(no later than the end of the seventh week of each Fall or Spring semester, the third week of each six-week summer term, and the mid-point of differently scheduled classes). In those graduate and advanced undergraduate courses wherein it is not feasible to comply with this requirement, Bargaining Unit Faculty Members will include a statement to that effect in the course syllabus.

7.2.4 Bargaining Unit Faculty shall turn in all course grades as soon as possible and no later than 12:00 noon of the third working day after the University’s last scheduled examination period. This deadline shall only be extended in the event that the Bargaining Unit Faculty Member is unable to turn in the grades due to illness or unforeseen emergency.

7.2.5 For at least one year after they have issued grades for a course, Bargaining Unit Faculty Members shall retain (in electronic or written form) any of the following items that were used in determining those grades: grade records, progress reports, and attendance records.

7.3 Course Syllabi. Bargaining Unit Faculty Members shall provide a course outline for students in each course taught. The outline shall include a clear explanation of the course requirements, policies on grading and expectations for class attendance. It is only necessary to state an attendance policy in a syllabus if attendance is factored into the calculation of the student’s grade.

7.3.1 Members will make a good faith effort to make their syllabi available to students and to the Department Chair one week prior to the beginning of the course, unless there is a clear pedagogical reason to delay or the Member was assigned to teach the course less than four weeks before the first class meeting. In any event, the Member will make syllabi available as soon as possible, and no later than the end of the first week of class.

7.3.2 Members shall make good faith efforts to make the content of the course, as reflected in the syllabus and as actually taught, consistent with the curriculum.

7.4 Faculty Availability.

7.4.1 Consistent with past practice, Bargaining Unit Faculty Members with academic year appointments shall be available for service at the University one week prior to the start of Fall Semester and throughout the academic year. They shall be available by email beginning August 1 and continuing one week after the conclusion of Spring Semester Final Exam week.

7.4.2 Bargaining Unit Faculty Members have an obligation to meet all of their scheduled classes throughout the scheduled time, unless an alternative learning experience has been assigned. If an alternative learning experience involves a substantial portion of a course (a full week of class, for example, or an equivalent amount of time for late starts or early dismissals), it must be listed in the syllabus as part of the course requirement, in which case the alternative learning experience must be approved for the course by the relevant department curriculum committee or approved for the specific section of the course by the department chair.

7.4.3 Bargaining Unit Faculty Members who will be absent from class because of attendance at a professional meeting shall request written permission from the Chair.
7.4.4 Bargaining Unit Faculty Members who will be absent from class because of religious observance shall inform their students and the Department Chair at the beginning of the semester and shall include in the syllabus an alternative learning experience for that class period.

7.4.5 When forced by illness or unforeseen emergency to cancel class, Bargaining Unit Faculty Members shall inform the Department Chair of such cancellation. If possible, the Member will inform the Department Chair and the students of the cancellation a reasonable period of time before the class is scheduled to meet.

7.4.6 Bargaining Unit Faculty Members shall use the final examination period for its intended purpose by administering exams or leading other culminating class experiences during the final examination time period designated by the Registrar, unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.7 Bargaining Unit Faculty Members will not give comprehensive final exams during the last week of classes. If a Member schedules a comprehensive final exam, it shall be during the time period designated by the Registrar unless the appropriate department chair or dean has provided written approval for a deviation from this requirement.

7.4.8 Each Bargaining Unit Faculty Member shall attend an average of at least one commencement ceremony in full academic regalia every two years.

7.5 Office Hours.

7.5.1 Each Bargaining Unit Faculty Member shall maintain a sufficient number of regular office hours to meet the reasonable needs of the Member's students and advisees.

7.5.2 Regular office hours shall occur at reasonably convenient times for students and advisees; they shall be scheduled on at least two days per week; they shall be posted, distributed and included in all course syllabi; and they shall occur in the Bargaining Unit Faculty Member's faculty office or other facility equally convenient for students.

7.5.3 E-mail, online chat rooms, video chatting, audio chatting, and other types of electronic communication may supplement regular office hours but may not be used to replace opportunities for face-to-face meetings. However, a Member with all distance-learning teaching in a given term may schedule virtual office hours only, provided the Member is reasonably available in person, upon request, to students and advisees, and also reasonably available for service responsibilities.

7.6 Learning Environment. In order to maintain a safe and otherwise appropriate learning environment, AAUP-WSU and the University agree to the following measures.

7.6.1 When, in the judgment of a Bargaining Unit Faculty Member, a student in that Member's class is disruptive, the Member may remove the student from each class meeting in which the disruptive behavior occurs. The Member is also entitled to the assistance of the University Police.
Department in removing the student. If the Member believes the student’s continued presence in the course would be disruptive and wishes to have the student permanently removed from class, the Member must contact either the AAUP-WSU or the Office of the Provost to initiate the procedure described in Section 7.6.2.

7.6.2 The Member who teaches the class, a representative of the AAUP-WSU and a provost will confer as soon as possible (normally within twenty-four hours) regarding whether the student should be allowed to attend the Member’s class pending the completion of the student disciplinary process. Unless both the provost and the AAUP-WSU representative conclude that the student should be permitted to attend class, the student shall not be permitted to return until the disciplinary process is completed.

7.6.3 The provost will be responsible for informing the student as to whether or not he or she may return to class and that a hearing on the matter will be held by the Office of Community Standards and Student Conduct as soon as possible.

7.7 Meetings.

7.7.1 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members at any reasonable times during the week before Fall Semester classes begin and the fifteen weeks of Fall and Spring Semesters.

7.7.2 Chairs and Deans can also call meetings that include Bargaining Unit Faculty Members at any other times during the calendar year—

1. if the need for committee meetings to be held outside academic semesters was communicated in writing to Members before they agreed to serve on said committee; or
2. if 100% of the TET and Members on a committee or in a department or college agree in writing to hold a meeting; or
3. if there is an emergency; or
4. if the meeting is voluntary, with no evaluative or disciplinary consequences based on a member’s presence or absence.

7.7.3 Chairs and deans can ask to meet with a faculty committee on a specified topic, ask that a committee address a particular issue, or ask a committee to provide recommendations by a specific date. Committee chairs will make a good faith effort to comply with such requests in a timely manner. If that committee does not provide a timely and reasonable response to the administrator’s request, the administrator can either (1) call a meeting of that committee or (2) choose to move forward without the faculty recommendation.

7.7.4 When department, college and university promotion and tenure committees are called upon to make recommendations during the summer, Members who served during the preceding academic year will constitute the Committee membership. Bargaining Unit Faculty Members will make a good faith effort to attend such summer meetings, and the University will make a good faith effort to schedule meetings that are reasonably convenient for as many of the Committee members as possible.
7.7.53 Chairs and Deans can call meetings that include Bargaining Unit Faculty Members under circumstances other than those specified in Sections 7.7.1 through 7.7.32, but attendance at such meetings is voluntary and no evaluative or disciplinary consequences can occur because of a Member's presence or absence.

7.8 Summer Teaching Assignments. (See Section 23.6 regarding compensation for summer teaching.) Current provisions in bylaws and as set forth in 7.8.1 through 7.8.5 are void and shall not be applicable during the term of this contract. Summer teaching assignments will be at the discretion of the Department Chair and with the approval of the Dean, based on student and curricular needs.

7.8.1 Bargaining Unit Faculty Members on academic year appointments shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless—

- They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
- they are denied opportunities for summer teaching as a disciplinary measure, or
- they have received an evaluation of "unsatisfactory" in teaching or service in the most recent annual evaluation pursuant to Section 11.2.1, or
- they have been given notice of termination or denied tenure in their final probationary year due, at least in part, to ineffective teaching, or
- they have completed a "terminal year" pursuant to Section 13.6.1, or
- they have resigned or retired with an effective date prior to or during the Summer Semester.

7.8.1.1 Effective with summer teaching in 2016, the provisions of Section 7.8.1 shall be modified as follows.

Faculty on academic year appointments in the Tenure-Eligible and Tenured Bargaining Unit and those in the Non-Tenure-Eligible Bargaining Unit shall be given an opportunity to teach up to six (6) semester hours every Summer when the University schedules classes in their department that they are qualified to teach or other classes in their college that they have taught within the previous five years, unless, for TET faculty, one of the exceptions listed in Section 7.8.1 applies, or, for NTE faculty, one of the following exceptions applies:

- They have summer grant support pursuant to Section 7.8.4 or an administrative assignment pursuant to Section 7.8.5, or
- they are denied opportunities for summer teaching as a disciplinary measure, or
- they have received an evaluation of "unsatisfactory" in teaching or service in the most recent annual evaluation pursuant to Article 11, or
- they have been given notice of termination due, at least in part, to ineffective teaching, or
- they have resigned or retired with an effective date prior to or during the Summer Semester.

See http://www.wright.edu/administration/aaup/nego/FF/7-PARTIALLY-TAd-2018.02.01(OCR).pdf
7.8.2 Department bylaws may include a system to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available.

7.8.2.1 Effective with summer teaching in 2016, Section 7.8.2 is replaced by the following. Effective with summer teaching in 2016, Section 7.8.2 is replaced by the following.

7.8.2.1.1 When the requests for summer teaching (by faculty on academic year appointments in the Tenure-Eligible and Tenured Bargaining Unit and those in the Non-Tenure-Eligible Bargaining Unit) exceed the opportunities available,

1. Teaching will be assigned first to Members with most seniority, which shall be calculated from the earliest date of continuous University employment as a full-time faculty member.

2. A second course will be assigned to no Member until every Member requesting teaching has been assigned one course, unless the Department Bylaws specify that two courses will be assigned to Members with the most seniority before the Member with the next highest Seniority is assigned a course. (Here and below, “a course” normally means one carrying at least three semester hours of credit.)

3. The parties partially TA’d (tentatively agreed to) this article 7 on Feb. 1, 2018.

4. See http://www.wright.edu/administration/aaup/nego/FF/7-PARTIALLY-TAd-2018.02.01(OCR).pdf

5. Members requesting two courses in a given summer who were assigned no courses will receive top priority for a first course and for a second course, too, in the subsequent summer (and among them, priority will be by seniority).

6. Members requesting two courses in a given summer who were assigned only one course will receive top priority for a second course in the subsequent summer (and among them, priority will be by seniority).

7.8.2.1.2 Effective with summer 2016, current (as of July 1, 2014) provisions in bylaws to determine which Bargaining Unit Faculty Members will receive summer teaching assignments when the requests for such assignments exceed the opportunities available are void. Bylaws may, however, include a new provision consistent with item #2 in Section 7.8.2.1.1.

7.8.3 The University may, at its discretion, award a Bargaining Unit Faculty Member more than six semester hours in a Summer Semester.

7.8.4 Except as in Section 7.8.6, when a Member with an academic year appointment has summer grant support, the provisions of Sections 7.8.1 and 23.6 shall apply with the following restrictions:

Summer grant support plus summer teaching cannot exceed full time (the equivalent of 12 credit hours in a single summer), and combined pay for the grant support and teaching in a single summer cannot exceed 1/3rd of the Member’s base salary.
7.8.5 When a Member with an academic year appointment is offered and accepts an administrative or service assignment from the University in the summer, and the compensation is the same as pay for teaching a course pursuant to Section 23.6, the university's obligation to provide teaching opportunities pursuant to Section 7.8 is correspondingly reduced. If the pay for an administrative assignment is 1/9th of a Member's base pay, for example, an administrative assignment will be treated as though it were a four-hour course.

7.8.6 When a Member is offered and accepts a summer teaching assignment that in combination with grant support and administrative assignments exceeds full time, the excess shall be considered an overload and will be paid pursuant to Section 23.5.

7.8.7 When the University and the AAUP-WSU agree in writing that valid pedagogical concerns require that a course be taught outside the academic year, and the Member teaching the course agrees to the arrangement in writing, the University may schedule the class in the summer or during the break between terms as an on-load assignment without additional compensation. Such courses might include extensive field trips, international travel, seasonal requirements (e.g. wetlands biology), or other components that make the alternative scheduling necessary. Either the University or the AAUP-WSU may revoke this agreement by notifying the other party in writing. Once a class is so scheduled, any revocation will be effective when that class has concluded.

The parties partially TA'd (tentatively agreed to) this article 7 on Feb. 1, 2018. See http://www.wright.edu/administration/aaup/nego/FF/7-PARTIALLY-TA'd-2018.02.01(OCR).pdf

7.9 Off-Campus Teaching. Bargaining Unit Faculty Members who are assigned to teach courses at off campus locations as part of their regular teaching responsibilities shall be reimbursed for mileage, parking fees and tolls in accordance with University policy on travel. When such assignments necessitate travel beyond a twenty-five mile radius of campus, the Member will receive inconvenience compensation in an amount as determined by the University. The minimum inconvenience compensation for travel 26 to 50 miles from the Member’s campus office shall be $30 per trip. The minimum inconvenience compensation for travel more than 50 miles, shall be $60 per trip. If inclement weather or other hazardous conditions prevail, then the Bargaining Unit Faculty Member shall also be reimbursed for hotel and meal expenses in accordance with the University policy on travel.

7.10 Internet Access. The University will provide all Bargaining Unit Faculty Members with internet access at no cost to the individual Member. The University will maintain internet connections in a manner consistent with other Ohio universities.

7.11 E-mail. The University recognizes the technological advantage of the e-mail system for communication in a university setting and will provide the basic software for e-mail communication to all Bargaining Unit Faculty Members at no cost to the Member.

7.12 Internet Security and Privacy.

7.12.1 The University and the AAUP-WSU recognize the University's right and obligation to provide the WSU community with high quality computer and network resources, to protect the security and integrity of the computer facilities owned and operated by the University, and at the
same time to treat faculty electronic mail ("email") and faculty computer files as private to the fullest extent permitted by law. The University and the AAUP-WSU agree that the rights and responsibilities of academic freedom apply to the use of the University’s computer and network resources.

7.12.2 Except under extraordinary circumstances described below, access by University personnel to faculty email requires the permission of either the sender or the recipient of the message. Similarly, access by University personnel to the content of a computer file in a faculty computer account or otherwise located on University computer hardware assigned to a faculty member ordinarily requires the permission of the faculty member to whom the account or hardware has been assigned. The only extraordinary circumstances in which University personnel may read or otherwise access faculty email or faculty computer files without the permission of an individual faculty member are as follows:

- when ordered to do so by a court;
- when ordered to do so pursuant to a subpoena or other legally enforceable order;
- when the email or computer file is a "public record" as defined in ORC 149.43 and a proper request is made;
- when required to comply with the law;
- when in the normal operation and maintenance of the University’s computer facilities, University staff inadvertently or inevitably open or otherwise briefly access an electronic mail message or computer file;
- when emergency entry is necessary to preserve the integrity of the University’s computer and network facilities or to preserve public health and safety;
- when the University has reasonable cause to believe that a "litigation hold" is necessary based upon knowledge by University Legal Counsel of the presentment of a claim or of a potential cause of action impacting the University. In such an instance, University Legal Counsel will so advise the affected faculty member. Following receipt of such notice, it is the faculty member’s legal responsibility to maintain copies of all email, computer files and other relevant electronically stored information until such time as the litigation hold is released, the litigation is completed or the retention time requirements under the university’s records retention policy are met, whichever comes last;
- when the University has reasonable cause to believe that a faculty member may be violating the law;
- when the University has reasonable cause to believe that the faculty member has committed academic misconduct; or
- when the University has reasonable cause to believe that immediate access is necessary to investigate a threat or to prevent physical harm to any person.

7.12.3 A Bargaining Unit Faculty Member who commits a criminal act through the use of the Internet access provided by the University shall be liable for all damages and costs incurred.

7.12.4 Whenever the University reads or otherwise accesses the e-mail or computer files of a Bargaining Unit Faculty Member without the Member’s permission, the University will promptly notify AAUP-WSU unless the University has a reasonable belief that such notification
might jeopardize the preservation of records that are needed to conduct an investigation pursuant to Section 7.12.2 or otherwise inhibit an investigation conducted pursuant to Section 7.12.2.

7.13 Library Privacy. Where possible, the University Libraries shall make a good faith effort to adhere to the American Library Association Code of Ethics regarding use of information about Bargaining Unit Faculty Members as library patrons.

7.14 Legal Protection.

7.14.1 The University shall provide legal representation to any Member of the Bargaining Unit who is named a defendant in a civil action based on performance of the Member’s duties within the scope of employment. Legal representation will be at the Member’s request, subject to the approval of the Ohio Attorney General and in accordance with Ohio law. Pursuant to Ohio Revised Code Section 9.87 the University shall seek indemnification from the state for liability or judgment of any Member of the Bargaining Unit resulting from the performance of his or her duties for the University. Nothing in this Section is intended to expand or conflict with current Ohio law.

7.14.2 As long as the University continues to provide liability insurance coverage pursuant to ORC 3345.202 for any member of the University Board of Trustees or any University officer, the University will continue to provide that level of liability insurance coverage for each Bargaining Unit Faculty Member.

7.15 Notice of Teaching Assignments. The parties agree that adequate notice of teaching assignments (here and below, meaning which courses they will teach, but not necessarily the scheduling of those courses at specific times) supports high quality instruction. Therefore, the University will make a good faith effort to inform Bargaining Unit Faculty Members of their teaching assignments at least two months before the beginning of any semester. Except under extraordinary circumstances, the University will inform Bargaining Unit Faculty Members of their teaching assignments at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term). Extraordinary circumstances include, but are not limited to, the death or illness or resignation of a faculty member which necessitates changes to teaching assignments in a department. When changes to teaching assignments are made in response to extraordinary circumstances after the aforementioned deadlines, the University will, in writing, promptly inform Members of any change(s) to their teaching assignments and the reason for the change(s).

7.15.1 The University will make a good faith effort to inform Bargaining Unit Faculty Members of the specific times when their assigned classes are scheduled at least four weeks before the beginning of any fall or spring semester (two weeks before the beginning of a summer term).

7.15.2 Bargaining Unit Faculty Members who are unable for medical reasons to accept a teaching assignment will promptly notify the University, with appropriate documentation, as far in advance as possible.
Article 11-NTE
Annual Evaluation
Fact Finding Proposal, University, January 30, 2018

11.1 The purpose of the University evaluation procedure described herein is twofold: to facilitate the professional development of Bargaining Unit Faculty; and to inform decisions regarding merit pay, reappointment, dismissal, and promotion. In this Article, whenever a reference to “department” is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For jointly appointed Bargaining Unit Faculty, “department” refers to the Member’s “primary” department, which is the academic unit in which a Member is appointed more than 50% (see Section 11.2.10).

11.2 Except as noted in Sections 11.2.8-11.2.8.1 and 31.6.2, the Department Chair shall conduct an annual evaluation of every Bargaining Unit Faculty Member’s performance for the previous three calendar years in accordance with the teaching and service criteria set forth in Sections 11.3.1-11.3.2.2. If the Member has completed less than three calendar years of service, the Chair’s evaluation will cover that period of time.

11.2.1 Except for those covered under Sections 11.2.8-11.2.8.1, for both teaching and service, the Chair will provide a written evaluation and assign a score of 0 = “unsatisfactory, 1 = “conditional merit,” 2 = “high merit,” or 3 = “exceptional merit.” The Chair’s evaluation will be based on--

a) the criteria set forth in Sections 11.3.1 through 11.3.2.2.1;
b) the Member’s assigned workload;
c) the Member’s Faculty Activity Reports; and
d) other written materials available to the department chair and provided to the Member pursuant to Section 11.4.2.

11.2.1.1 Before the annual evaluations are provided to BUFMs, the Dean will make adjustments, as necessary, so that the assigned scores are consistently applied across the college.

11.2.2 Faculty whose performance in the previous three calendar years meets reasonable expectations of their assigned workload as specified in the criteria listed below receive the “high merit” score of two (2).

Teaching
- Mostly positive student evaluations
- Satisfies all essential teaching related behaviors from the list in Section 11.3.1.1

Service
Faculty with intensive teaching (no course reduction for significant service):
- Meets expectations for routine service as described in Section 11.3.2.1

Faculty with standard teaching (a course release for significant service):
- Meets expectations for routine service as described in Section 11.3.2.1 and
• Meets expectations for significant service as described in Section 11.3.2.2.  

11.2.3 A merit score of one (1), "conditional merit," is assigned when the Member's overall performance in the previous three years is below the expectations for "high merit" in the given category. Indicators of "conditional merit" include—

Teaching
- A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
- Minor shortcoming(s) in 3 or more essential teaching related behaviors, or
- Significant deficiencies in at least one essential teaching related behavior

Service
Faculty with intensive teaching (no course reduction for significant service):
- Falls short of meeting reasonable expectations of routine service

Faculty with standard teaching (a course release for significant service):
- Quantity of service contributions represents less than the minimal requirements for significant service, or
- Quality of service contributions is clearly below reasonable expectations

11.2.4 A merit score of three (3), "exceptional merit," is assigned when the Member's overall performance in the previous three years is substantially above the expectations for "high merit" in the given category.

Teaching
In addition to fully meeting the criteria for "high merit," the Member is recognized by students and faculty for her or his unusually strong contributions to student success.
- Recognizing the Member as rigorous and challenging, students seek out her or his classes.
- Former students often credit the Member for their academic and professional success.
- Faculty colleagues recognize the Member's unusually strong contributions to teaching.
- The Member has received national recognition for her or his teaching.

Service
Faculty with intensive teaching (no course reduction for significant service):
- Meets the requirements for significant service

Faculty with standard teaching (a course release for significant service):
- The quantity of documented service contributions clearly exceeds the requirements for significant service, and
- The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.
11.2.5 A merit score of zero (0), “unsatisfactory,” is assigned when—

Teaching
- The Member’s teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors)

Service
- The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.2.6 The Department Chair will then assign to each area a workload-based percentage from the appropriate range below that gives the Member the maximum possible overall average. Using the scores (0-3) for teaching and for service, and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

**Intensive teaching Workload** (no course reduction for significant service)

- Teaching 80-90%
- Service 10-20%

**Standard teaching Workload** (a course release for significant service)

- Teaching 70-80%
- Service 20-30%

**Alternative Workload** (Equivalent combinations of teaching and service with percentage weightings, as agreed to by the Member and the Department Chair).

**Changing Workload.**
If the Member’s workload changes during the three year period, the chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.2.6.1 The Chair may assign a different weighting from those listed above in either of the following situations:
- a) The Chair is imposing discipline pursuant to Article 14.
- b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.2.7 For Members who became Bargaining Unit Faculty Members or returned to the Bargaining Unit on or after January 1 of the preceding year, the provisions of Sections 11.2 through 11.2.6.1 will not apply unless—
- the Member’s teaching was unsatisfactory, or
- the Member requests in writing to have integers assigned in accordance with the provisions of Section 11.2.1.
In all cases, the chair will provide a written evaluation of the Member’s teaching and service to the extent it is feasible to do so.

11.2.8. The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member’s job description and that are described in annual goals signed by the Bargaining Unit Faculty Member and the provost or vice president to whom she or he reports.

11.2.8.1 The Members evaluated by the Provost pursuant to Section 11.2.8 shall be considered as a department for purposes of annual evaluation pursuant to Section 11.2 and as a college for the distribution of merit raises pursuant to Section 11.7. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.2.9 For a Member who was on approved sick or military leave for one or more semesters during the three previous calendar years, the Department Chair’s evaluation will not penalize the Member for having taken such leave but will be based upon the part of the previous three calendar years during which the Member was not taking such leave.

11.2.10 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member’s primary department should solicit information from the Chair of the department in which a Member’s appointment is less than 50%. Information received is subject to Section 11.4.2.

11.2.11 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside his or her primary department, the Department Chair should solicit information from the dean, provost or vice president to whom the Member reports.

11.3 Teaching and Service Criteria for Annual Evaluation.

11.3.1 Teaching

11.3.1.1 Essential teaching-related behaviors include, but are not limited to the following:

a. preparation and distribution of syllabi
b. meeting class on a consistent basis, including on-time arrival and dismissal
c. professional classroom behavior
d. effective organization of course content and lectures
e. effective communication with students in and out of the classroom
f. effective delivery of appropriate content material
g. effective processes and materials for evaluating student learning
h. meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and on line (when teaching distance learning)
i. teaching material that is current with the discipline
11.3.2 Service:

11.3.2.1 Routine Service: All Bargaining Unit Members are obligated to perform "routine service", which refers to basic faculty engagement in shared governance at the departmental level. The routine service obligation can be met by regular attendance at departmental meetings (an obligation regardless of other service that Members may perform) plus effective service on one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or the equivalent. Equivalent activities include serving on committees outside the department, working within programs and departments, assisting in developing and coordinating the curriculum, participating in program assessment, and other activities. These opportunities for "routine service" may vary across the University, but the magnitude of the "routine service" obligation does not vary significantly from unit to unit.

11.3.2.2 Significant Service: Members who have a reduced teaching load for "significant service" are expected to perform "significant service," which must include "routine service" specified above and other university service activities, and may also include service to the community or the profession in ways that rely upon a Member's professional expertise. All such service should either support and further the mission, goals or strategic plans of the department, college, or University, or address the needs of the community or the profession in ways that rely upon a Member's professional expertise. Whatever the number of activities, however, "significant service" is characterized more by quality than by quantity, and it should make a significant contribution to the department, college, University, community, or profession. Active and engaged involvement in appropriate committees, participation in appropriate faculty searches, participation in important college and university governance structures, leadership in aspects of department, college, or university life, and work in professional organizations, among other things, are all examples of "significant service." See Section 11.3.2.2.1 below for a more extensive list of examples. These opportunities for "significant service" may vary across the University, but the magnitude of the "significant service" obligation does not vary significantly from unit to unit. Since in relation to total workload, "significant service" will be the approximate equivalent of teaching one additional class over the course of an academic year, the time devoted in a given year to "significant service" should be equivalent to the time devoted to teaching one three- to four-hour class.

11.3.2.2.1 The activities listed below are some but not all examples of activities that count toward "significant service".

1. Effectively chairing or serving on a department, college, or university-level committee
2. Serving on the faculty Senate
3. Directing or coordinating a program
4. Directing and leading a study abroad program
5. Serving as a thesis director or student project director
6. Advising students
7. Implementing a departmental or college initiative or study
8. Coordinating service learning courses/activities
9. Developing new teaching materials or course plans for multiple sections
10. Engaging in service to the community that uses one’s professional expertise
11. Serving as advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
12. Managing or supervising student internships, practicums, or projects
13. Serving on the board of an organization (professional, business, community, etc.)
14. Mentoring and/or evaluation of peers (adjuncts or graduate teaching assistants)
15. Regular and active participation in professional organization activities
16. Planning and coordination of WSU sponsored special events (such as language immersion days)
17. Presentations or participating on panel discussions for internal or external organization training seminars, workshops or meetings (CTL, staff development programs, external professional organization, community organization)
18. Participation in university activities such as campus open house, blood drive, student orientation, alumni relations/fund raising, and student recruitment
19. Coordinating or performing activities that support multiple sections of common or core classes within a discipline (textbook evaluation, assessment, TAG requirements, development of common syllabus or other materials, etc.)
20. Obtaining and maintaining professional licenses and/or certifications
21. Reviewing books, journals or other manuscripts
22. Coordinating a special project or task force
23. Participation in professional activities, either paid or unpaid, related to the faculty member’s teaching discipline
24. Coordination or maintenance of labs
25. The equivalent of any of the above

11.4 In preparation for the Chair’s evaluation, all Members of the Bargaining Unit will submit to the Chair by January 31 a report of their teaching and service during the preceding three calendar years.

11.4.1 In addition to any materials required by this Agreement, Bargaining Unit Faculty may include whatever material will provide evidence of successful teaching or service.

11.4.2 The Department Chair may use other written materials if they document the Chair’s direct observation or are from identifiable sources. The Bargaining Unit Faculty Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member’s response in writing her or his annual evaluation.

11.4.3 The Department Chair will use, in the annual evaluation, all peer evaluations of teaching she or he has received (if any) pursuant to Section 13.5.2.3 and subsections.

11.4.4 After conducting the evaluations, the Department Chair will send to each Member of the Bargaining Unit a copy of his or her evaluation.

11.5 The Member who disagrees with the Chair’s evaluation may send a written response to the Chair. This rebuttal shall be stapled to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office.
11.6 A Bargaining Unit Faculty Member shall be eligible for merit pay (if merit pay is available) when the overall merit score is 2.0 or higher.

The merit raise $m_i$ for an individual Bargaining Unit Faculty Member will be determined as follows:

$$m_i = \frac{p_i}{\sum_{j=1}^{n} p_j} \times \frac{M}{2} + \frac{p_i \times b_i}{\sum_{j=1}^{n} p_j \times b_j} \times \frac{M}{2}$$

where:

- $M$ is the total merit pool for the Member's college $M = \sum_{j=1}^{n} b_j \times r$
- $r$ is the percentage merit increase as specified in Sections 23.2.2 and 23.3.2.
- $n$ is the number of Bargaining Unit Faculty in the Member's college
- $p_i$ is the Member's "overall score rounded to the nearest 10th" as specified in Section 11.2.6
- $b_i$ is the Member's base salary
- $p_j$ and $b_j$ are the overall score and base salary, respectively, for all the Bargaining Unit Faculty in the Member's college. (Here, $j$ is equal to 1, 2, 3, and so forth, up to $n$.)

11.6.1 In colleges where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises $m_i$ will be calculated as follows:

1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary $b_i$ by 9/11ths to obtain an adjusted base salary $b_i^a$.
2. These adjusted base salaries $b_i^a$ will be used in place of the corresponding fiscal base salaries $b_i$ to compute an adjusted total merit pool $M^a$.
3. The adjusted base salaries and the adjusted total merit pool $M^a$ will be used to compute the merit raise $m_i$ of each faculty member on an academic year appointment and the adjusted merit raise $m_i^a$ of each faculty member on a fiscal year appointment.
4. For each faculty member on a fiscal year appointment, this adjusted merit raise $m_i^a$ will be multiplied by 11/9ths to determine the Member's actual merit raise $m_i^r$.

In the event that the merit pool $M$ calculated in accordance with Section 11.6 using the actual base salaries of all Bargaining Unit Faculty (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.6.1, then the University will adjust the pool to provide sufficient funds.

11.6.2 The merit raise for a Bargaining Unit Faculty Member who has no calculated overall score pursuant to Section 11.2.7 shall be computed by assigning the Member the average of the overall scores in her or his college pursuant to Section 11.2.1.

11.6.3 A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.
11.7 Annual Evaluation Grievances.

11.7.1 Grievances alleging that a Department Chair’s annual evaluation of a Bargaining Unit Faculty Member did not reasonably comply with a specific provision(s) of this Agreement may be filed relating to a single year’s evaluation.

11.7.1.1 Grievances pursuant to Section 11.7.1 must be filed not later than forty (40) days after a Bargaining Unit Faculty Member receives her or his annual evaluation or by June 1, whichever is later. Otherwise, procedures for such grievances are as specified in Article 16.

11.7.2 Grievances alleging that a Department Chair’s annual evaluations of a Bargaining Unit Faculty Member have been inconsistent with evaluations of other Members or in any other way involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.7.2.1 Upon receiving a grievance pursuant to Section 11.7.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant’s department.

11.7.2.2 The appellant’s current department chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the department chair’s statement.

11.7.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant’s department chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee’s questions in writing.

11.7.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.7.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant’s current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.7.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

11.8 Because these new procedures and criteria represent a significant change from previous practice, the AAUP-WSU and the University will meet in April 2015, 2016 and 2017 to review whether scores have been assigned consistently within each college and in a manner consistent with the applicable criteria as specified elsewhere in this Article 11. If the parties are not able to
agree on needed adjustments (if any), and AAUP–WSU believes either that scores have not been assigned in a consistent manner within each college, or that scores have been assigned in a manner not consistent with the applicable criteria, then AAUP–WSU can take the matter directly to arbitration as specified in Section 16.6 and subsections.
Article 11-TET
Annual Evaluation
Fact Finding Proposal, University, January 30, 2018

11.1 The purpose of the University evaluation procedure described herein is twofold: to facilitate the professional development of Bargaining Unit Faculty; and to inform decisions regarding merit pay, reappointment, dismissal, tenure, and promotion. In this Article, whenever a reference to “department” is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For jointly appointed Bargaining Unit Faculty, “department” refers to the Member’s “primary” department, which is the academic unit in which a Member is appointed more than 50% (see Section 11.2.10).

11.2 Except as noted in Sections 11.2.8, 11.2.8.1 and 31.6.2, the Department Chair shall conduct an annual evaluation of every Bargaining Unit Faculty Member’s performance for the previous three calendar years in accordance with the teaching and service criteria set forth in Sections 11.3.1-11.3.2.2 and the Department’s annual evaluation criteria for scholarship set forth in its bylaws pursuant to Section 10.4.4.2. If the Member has completed less than three calendar years of service, the Chair’s evaluation will cover that period of time.

11.2.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the areas of -- teaching and service -- the Chair will provide a written evaluation and assign a score of 0 = “unsatisfactory,” 1 = “conditional merit,” 2 = “high merit,” or 3 = “exceptional merit.” The Chair’s evaluation will be based on --

a) the criteria set forth in Sections 11.3.1-11.3.2.2 (these criteria shall supersede the annual evaluation criteria for teaching and service found in a Member’s Departmental Bylaws);

b) the Member’s assigned workload;

c) the Member’s Faculty Activity Reports; and

d) other written materials available to the department chair and provided to the Member pursuant to Section 11.4.2.

11.2.1.1 Except for those covered under Sections 11.2.8-11.2.8.1, for the area of scholarship, the Chair will provide a written evaluation and assign a score of 0, 1, 2, 3, or 4 based upon the Member’s Faculty Activity Reports and the annual evaluation criteria for scholarship specified in the Member’s Departmental Bylaws. This score shall apply to the Member’s performance in scholarship over the immediately preceding calendar year.

11.2.1.2 The chair will then average the annual evaluation scores in scholarship given over the previous three years, and multiply this average by 0.75 (thus giving a three-year scholarship score in the 0-3 range). Any three-year scholarship score less than one will be rounded upward to 1, since shortcomings in scholarship expectations result in adjustments to the workload.

11.2.2 Faculty whose performance in the previous three calendar years meets reasonable expectations of their assigned workload as specified in the criteria listed below receive the “high merit” score of two (2).
Teaching
- Mostly positive student evaluations
- Satisfies all **essential** teaching related behaviors from the list in Section 11.3.1.1

Service
Untenured faculty:
- Meets expectations for **routine service** as described in Section 11.3.2.1.

Tenured faculty:
- Meets expectations for **routine service** as described in Section 11.3.2.1 and
- Meets requirements for **expected service** as described in Section 11.3.2.2.

11.2.3 A merit score of one (1), “conditional merit,” is assigned when the Member’s overall performance in the previous three years is below the expectations for “high merit” in the given category. Indicators of “conditional merit” include—

Teaching
- A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
- Minor shortcoming(s) in 3 or more **essential** teaching related behaviors, or
- Significant deficiencies in at least one essential teaching related behavior

Service
Untenured faculty:
- Falls short of meeting reasonable expectations of **routine service**

Tenured faculty:
- Quantity of service contributions represents less than the minimal requirements for **expected service**, or
- Quality of service contributions is clearly below reasonable expectations

11.2.4 A merit score of three (3), “exceptional merit,” is assigned when the Member's overall performance in the previous three years is substantially above the expectations for “high merit” in the given category.

Teaching
In addition to fully meeting the criteria for “high merit,” the Member is recognized by students and faculty for her or his unusually strong contributions to student success.
- Recognizing the Member as rigorous and challenging, students seek out her or his classes or laboratory, or request the Member as a thesis/dissertation advisor.
- Former students often credit the Member for their academic and professional success.
- Faculty colleagues recognize the Member’s unusually strong contributions to teaching.
• The Member has received national recognition for her or his teaching.

Service
• The quantity of documented service contributions for which no additional course release is provided is at least twice the requirements for expected service and
• The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.

11.2.5 A merit score of zero (0), “unsatisfactory,” is assigned when—

Teaching
• The Member’s teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors).

Service
• The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.2.6 The Department Chair will then assign to each area a workload-based percentage from the appropriate range below that gives the Member the maximum possible overall average. Using the scores (0-3) for teaching and service (pursuant to Sections 11.2 and 11.2.1) and the scores (1-3) for scholarship (pursuant to Section 11.2.1.2) and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

**Standard Workload**
- Teaching 50 - 60%
- Scholarship 25 - 40%
- Service 10 - 20%

**Teaching Focused Workload**
(One extra class in lieu of standard scholarship)
- Teaching 65 - 75%
- Scholarship 10 - 25%
- Service 10 - 20%

**Teaching Intensive Workload**
(Two extra classes and keeping scholarship current)
- Teaching 75 - 85%
- Scholarship 10%
- Service 5 - 15%

**Service Focused Workload**
(Extra service in lieu of standard scholarship)
- Teaching 50 - 60%
- Scholarship 10 - 25%
- Service 25 - 35%
Service Intensive Workload
(Service assignment equal to one course and keeping scholarship current)
- Teaching: 40 - 50%
- Scholarship: 10%
- Service: 40 - 50%

Research Focused Workload
(One course reduced for superior scholarship)
- Teaching: 35 - 45%
- Scholarship: 40 - 55%
- Service: 10 - 20%

Research Intensive Workload
(Two courses reduced for superior scholarship)
- Teaching: 20 - 30%
- Scholarship: 55 - 65%
- Service: 10 - 20%

Alternative Workload (Equivalent combinations of teaching and/or scholarship and/or service with percentage weightings, as agreed to by the Member and the Department Chair).

Changing Workload.
If the Member’s workload changes during the three year period, the chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.2.6.1 The Chair may assign a different weighting from those listed above in either of the following situations:
   a) The Chair is imposing discipline pursuant to Article 14.
   b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.2.7 For Members who became Bargaining Unit Faculty Members or returned to the Bargaining Unit on or after January 1 of the preceding year, the provisions of Sections 11.2 through 11.2.6.1 will not apply unless—
   - the Member’s teaching was unsatisfactory, or
   - the Member requests in writing to have annual evaluation scores for teaching, service, and scholarship, and “an overall score rounded to the nearest 10th” assigned in accordance with the provisions of Sections 11.2 through 11.2.6.1.

In all cases, the chair will provide a written evaluation of the Member’s teaching, scholarship, and service to the extent it is feasible to do so.

11.2.8. The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member’s job description and
that are described in annual goals signed by the Bargaining Unit Faculty Member and the provost or vice president to whom she or he reports.

11.2.8.1 The Members evaluated by the Provost pursuant to Section 11.2.8 shall be considered as a department for purposes of annual evaluation and distribution of merit raises pursuant to Section 11.7. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.2.9 For a Member who was on approved sick or military leave for one or more semesters during the three previous calendar years, the Department Chair's evaluation will not penalize the Member for having taken such leave but will be based upon the part of the previous three calendar years during which the Member was not taking such leave.

11.2.10 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member's primary department should solicit information regarding teaching and service from the Chair of the department in which a Member's appointment is less than 50%. Information received is subject to Section 11.4.2.

11.2.11 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside his or her primary department, the Department Chair should solicit information from the dean, provost or vice president to whom the Member reports.

11.3 Teaching and Service Criteria for Annual Evaluation.

11.3.1 Teaching:

11.3.1.1 Essential teaching-related behaviors include, but are not limited to the following:

a. preparation and distribution of syllabi
b. meeting class on a consistent basis, including on-time arrival and dismissal
c. professional classroom behavior
d. effective organization of course content and lectures
e. effective communication with students in and out of the classroom
f. effective delivery of appropriate content material
g. effective processes and materials for evaluating student learning
h. meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and on line (when teaching distance learning)
i. teaching material that is current with the discipline

11.3.2 Service:

11.3.2.1 Routine Service: All Bargaining Unit Members are obligated to perform "routine service," which refers to basic faculty engagement in shared governance at the departmental level. The routine service obligation can be met by regular attendance at departmental meetings (an obligation regardless of other service that Members may perform) plus effective service on
one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or the equivalent. Equivalent activities include serving on committees outside the department, working within programs and departments, assisting in developing and coordinating the curriculum, participating in program assessment, and other activities. These opportunities for “routine service” may vary across the University, but the magnitude of the “routine service” obligation does not vary significantly from unit to unit.

11.3.2.2 Expected Service: All tenured Bargaining Unit Faculty Members are obligated to effectively perform “expected service,” which involves some combination of active engagement and productive leadership. During the three year period under consideration, Members are expected to actively and effectively participate in at least six of the following “engagement” activities (an average of two per year) and two “leadership” activities, or another equivalent combination of engagement and leadership.

**Engagement**
- Productively serving on a department, college, or university-level committee
- Serving on the faculty Senate
- Directing and leading a study abroad program
- Coordinating service learning courses/activities
- Engaging in service to the community that uses one’s professional expertise
- Serving as an active advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
- Mentoring and/or evaluation of peers (untenured TET BUFMs, tenured TET BUFMs of lower rank than the Member, NTE BUFMs, adjuncts, or graduate teaching assistants)
- Regular and active participation in professional organization activities
- Planning and coordination of WSU sponsored special events (such as language immersion days)
- Service to AAUP-WSU or the Ohio Conference of AAUP or the national AAUP
- The equivalent

**Leadership**
- Chairing an active and productive department, college, or university-level committee
- Developing internships or service learning courses, projects and partnerships
- Providing formal and substantial faculty mentoring
- Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising
- Coordinating a substantial college, campus or community event or a policy or process change within the college
- Actively promoting alumni relations or engaging in fundraising
- Exercising documented leadership that draws on professional expertise outside the university in a professional or community association
- Effectively chairing a major government or community board
- Editing a substantial professional journal
- The equivalent.
The assigned duties of service for which a reduction in teaching is provided are not counted as engagement or leadership, as listed above. Extra initiatives and leadership in such a role, however, should be considered as engagement or leadership, as appropriate.

11.4 In preparation for the Chair's evaluation, all Members of the Bargaining Unit will submit to the Chair by January 31—
   (1) a list of their publications and grants during the preceding five calendar years,
   (2) a report of their scholarly activity during the previous calendar year not listed in (1), and
   (3) a report of their teaching and service during the preceding three calendar years.

11.4.1 In addition to any materials required by this Agreement or by Department bylaws, Bargaining Unit Faculty may include whatever material will provide evidence of successful teaching, scholarship or service.

11.4.2 The Department Chair may use other written materials if they document the Chair's direct observation or are from identifiable sources. The Bargaining Unit Faculty Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member's response in writing her or his annual evaluation.

11.4.3 The Department Chair will use, in the annual evaluation, all peer evaluations of teaching (Section 10.4.4.1.1) she or he has received (if any) pursuant to Section 11.6.1.

11.4.4 After conducting the evaluations, the Department Chair will send to each Member of the Bargaining Unit a copy of his or her evaluation.

11.5 The Member who disagrees with the Chair's evaluation may send a written response to the Chair. This rebuttal shall be stapled to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office as described in Section 13.3.

11.6 Annual Review for Untenured Bargaining Unit Faculty Members

11.6.1 Included in the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement reflecting peer evaluation of the individual's teaching effectiveness (Section 10.4.4.1.1). The Chair and the tenured Members of the Bargaining Unit in the Department share joint responsibility for ensuring that peer evaluation is conducted each year.

11.6.2 Included with the Chair's annual evaluation of all untenured Members of the Bargaining Unit shall be a statement from the Chair summarizing the individual's cumulative progress toward obtaining tenure. (Section 13.7.1)

11.6.3 Independent of the Chair's annual evaluation, the Department Promotion and Tenure Committee shall provide all untenured Members of the Bargaining Unit with an annual statement summarizing the individual Member's cumulative progress toward obtaining tenure. (Section 13.7.1)
11.7 A Bargaining Unit Faculty Member shall be eligible for merit pay (if merit pay is available) when the overall merit score is 2.0 or higher.

The merit raise $m_j$ for an individual Bargaining Unit Faculty Member will be determined as follows:

$$ m_j = \frac{p_j \times M}{\sum_{j=1}^{n} p_j} + \frac{b_j \times M}{\sum_{j=1}^{n} p_j \times b_j} $$

where:

- $M$ is the total merit pool for the Member's department $M = \sum_{j=1}^{n} b_j \times r$
- $r$ is the percentage merit increase as specified in Sections 23.2.2 and 23.3.2
- $n$ is the number of Bargaining Unit Faculty in the Member's department
- $p_j$ is the Member's "overall score rounded to the nearest 10th" as specified in Section 11.2.6
- $b_j$ is the Member's base salary
- $p_j$ and $b_j$ are the overall score and base salary, respectively, for all the Bargaining Unit Faculty in the Member's department. (Here, $j$ is equal to 1, 2, 3, and so forth, up to $n$)

11.7.1 In departments where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises $m_j$ will be calculated as follows:

1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary $b_j$ by 9/11ths to obtain an adjusted base salary $b_j^\#$.
2. These adjusted base salaries $b_j^\#$ will be used in place of the corresponding fiscal base salaries $b_j$ to compute an adjusted total merit pool $M^\#$.
3. The adjusted base salaries and the adjusted total merit pool $M^\#$ will be used to compute the merit raise $m_j$ of each faculty member on an academic year appointment and the adjusted merit raise $m_j^{\#}$ of each faculty member on a fiscal year appointment.
4. For each faculty member on a fiscal year appointment, this adjusted merit raise $m_j^{\#}$ will be multiplied by 11/9ths to determine the Member's actual merit raise $m_j$.

If the merit pool $M$ calculated in accordance with Section 11.7 using the actual base salaries of all Bargaining Unit Faculty (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.7.1, then the University will adjust the pool to provide sufficient funds.

11.7.2 The merit raise for a Bargaining Unit Faculty Member who has no calculated overall score pursuant to Section 11.2.7 shall be computed by assigning the Member the average of the overall scores in her or his department pursuant to Section 11.2.6.

11.7.13 A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.
11.8 Annual Evaluation Grievances.

11.8.1 Grievances alleging that a Department Chair’s annual evaluation of a Bargaining Unit Faculty Member did not reasonably comply with a specific provision(s) of this Agreement or with a specific provision(s) of the Department or College Bylaws may be filed relating to a single year’s evaluation.

11.8.1.1 Grievances pursuant to Section 11.8.1 must be filed not later than forty (40) days after a Bargaining Unit Faculty Member receives her or his annual evaluation or by June 1, whichever is later. Otherwise, procedures for such grievances are as specified in Article 16.

11.8.2 Grievances alleging that a Department Chair’s annual evaluations of a Bargaining Unit Faculty Member have been inconsistent with evaluations of other Members or in any other way involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.8.2.1 Upon receiving a grievance pursuant to Section 11.8.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant’s department.

11.8.2.2 The appellant’s current department chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the department chair’s statement.

11.8.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant’s department chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee’s questions in writing.

11.8.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.8.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant’s current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.8.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

11.9 Because these new procedures and criteria represent a significant change from previous practice, the AAUP-WSU and the University will meet in April 2015, 2016 and 2017 to review whether scores have been assigned consistently within each department and in a manner
consistent with the applicable criteria as specified elsewhere in this Article 11 and (for scholarship) in departmental bylaws. If the parties are not able to agree on needed adjustments (if any), and AAUP-WSU believes either that scores have not been assigned in a consistent manner within each department, or that scores have been assigned in a manner not consistent with the applicable criteria, then AAUP-WSU can take the matter directly to arbitration as specified in Section 16.6 and subsections.
Article 13
Appointment and Promotion
Fact Finding Proposal, University, January 30, 2018

13.1 Regardless of the length of appointment, no Bargaining Unit Faculty Member is eligible for tenure under any circumstances, and nothing in this Agreement implies tenure.

13.1.1 Each Bargaining Unit Faculty Member not appointed in the College of Nursing and Health or the Lake Campus will have a primary appointment in an identified academic department.

13.1.2 Clinical Instructor and Clinical Assistant Professor are the ranks assigned only to those who teach courses in the College of Nursing and Health. Initial appointments are for three years and may be extended by a succeeding three-year appointment. Faculty may be appointed to the rank of Clinical Instructor or Clinical Assistant Professor upon beginning Wright State employment, depending on their credentials and experience.

13.1.3 Bargaining Unit Faculty have either fixed-term or continuing appointments unless (a) they have been granted a continuing appointment in 2018 or before, or (b) they have nine or more years of service as full-time faculty at Wright State University and have been appointed or promoted to the rank of Senior Lecturer or Clinical Assistant Professor.

13.1.3.1 Instructors and all ranks of Visiting Professors always have fixed-term appointments.

13.1.3.2 Lecturers, Clinical Instructors and Clinical Assistant Professors have fixed-term appointments during their first six years of employment as Bargaining Unit Faculty Members.

13.1.3.3 Lecturers, Clinical Instructors and Clinical Assistant Professors have continuing appointments beginning with the seventh year of employment as Bargaining Unit Faculty Members.

13.1.3.3 Senior Lecturers always have continuing appointments.

13.2 Fixed-term Faculty Appointments

13.2.1 Appointments for Instructors are for one year (or, if hired as a Member within an academic year, the appointment may include that partial year and the following academic year). Instructor appointments may not be extended beyond a total of six years of service. Instructor positions carry no expectation of continuing employment. Before the Member's sixth year as an Instructor begins, the University will (a) notify the faculty member that the appointment will not be continued or (b) offer a continuing appointment as a Lecturer with no identified date of termination. That is, if the university fails to notify that Member that the appointment will not be continued, then the Member will be given a continuing appointment as a Lecturer with no identified date of termination.
13.2.2 Visiting Assistant Professor, Visiting Associate Professor, or Visiting Professor is the rank assigned to a faculty member whose education and experience is equivalent to Wright State faculty with the corresponding rank. Visiting appointments may be made for a period of up to three years. If an initial appointment is for less than three years, it may be extended when the advertisements for the position and the appointment letter state that such extensions are possible, but the total length of a visiting appointment cannot exceed three years.

13.2.3 Bargaining Unit Faculty may be appointed to the rank of Lecturer upon beginning Wright State employment or after serving for a time (normally six years) as an Instructor. The university’s decision to create a Lecturer position is based on university needs, regardless of the performance level of existing Instructors.

13.2.4 Fixed-term appointments as Lecturers, Clinical Instructors, and Clinical Assistant Professors are for the smaller of (1) three years and (2) the number of years needed to bring a Member's total service as an NTE faculty member to six. Before a Lecturer or Clinical faculty member begins his or her sixth year as an NTE faculty member, the university will (a) notify that Member that the appointment will not be continued or (b) offer a continuing appointment with no identified date of termination; that is, if the university fails to notify that Member that the appointment will not be continued, then the Member will be given a continuing appointment with no identified date of termination.

13.2.5 A Member who has completed at least four years as an Instructor, with sustained outstanding performance, as documented in accordance with Section 13.5.2.2, will have the right of first refusal to accept a position as Lecturer that becomes available in her or his department and the Instructor is qualified to teach all the courses for which the Lecturer position has been developed. If more than one Instructor is so qualified in a department then the Instructor with the most seniority, based on hire date as a Bargaining Unit Faculty Member, will have the right of first refusal. If two or more qualified Instructors have the same seniority and one has significantly stronger performance than the other(s), that Member will have the right of first refusal for a Lecturer position. Otherwise, ties will be broken at random. The Department Chair will notify all eligible Instructors in his or her department if a Lecturer position becomes available in that department, and the Dean will notify eligible Instructors at Lake Campus if a Lecturer position becomes available at Lake Campus.

13.3 Continuing Faculty Appointments. Beginning with the seventh year as a Bargaining Unit Faculty Member at the University, a Member with nine or more years as a full-time faculty member at Wright State University holding the rank of Senior Lecturer, Clinical Instructor or Clinical Assistant Professor will have a continuing appointment (meaning, here and elsewhere, a continuing appointment with no identified date of termination). Bargaining Unit Faculty with continuing appointments are not eligible for tenure, and the employment of a faculty member with a continuing appointment may be terminated pursuant to Article 15. All Senior Lecturers have continuing appointments.

13.3.1 Senior Lecturer is the rank assigned to those who have been promoted to that rank because of sustained outstanding performance in teaching and service (as specified in Section
13.8) for a minimum of six years at the Lecturer rank, and also to those whose initial appointment as a Bargaining Unit Faculty Member is at this rank.

13.4 Termination of Bargaining Unit Faculty Members shall be accomplished pursuant to Article 15.

13.5 Promotion from Lecturer to Senior Lecturer or Clinical Instructor to Clinical Assistant Professor.

13.5.1 Definitions.

13.5.1.1 The Promotion Document is the information that the candidate seeking promotion submits to the Department Chair summarizing his or her case for promotion. It consists of the following items:

1. The candidate review statement (Appendix A)
2. Evidence of sustained outstanding performance in teaching
   a. Annual performance evaluations for at least the six most recent years
   b. Peer evaluations of teaching (two in a given academic year) for at least two of the four most recent academic years, pursuant to Section 13.5.2.3
   c. Statistical summary and frequency distributions of all required student evaluations of teaching during the past six years
   d. List of 15 or more positive teaching-related activities from the list below:
      Positive Teaching-Related Activities
      • creating innovative projects and assignments
      • teaching a larger than normal number of preparations or teaching section sizes that are larger than normal
      • conducting review sessions outside of normal class time
      • effective use of educational technology for students
      • serving as a teaching mentor for other faculty
      • being readily available to students beyond required office hours
      • developing a new course
      • developing a new teaching area
      • mentoring students
      • effectively supervising independent study projects
      • incorporating projects that involve service learning
      • the equivalent
   e. Other evidence of outstanding teaching (optional)
3. Evidence of sustained outstanding performance in service
   a. List of significant service activities from the list in Section 11.3.2.2.1
   b. List and description of major initiatives (Section 13.8.3)
   c. List and description of significant leadership contributions (Section 13.8.3)
   d. Other evidence of outstanding service and leadership (optional)

13.5.1.2 The Promotion File consists of the Promotion Document and the following items that are added during the review process:
1. A written statement of the Department Chair
2. The form shown in Appendix C used to record votes and recommendations
3. A record of the College Senior Lecturer Promotion Committee’s vote and recommendation, or in the College of Nursing and Health a record of the College’s Clinical Assistant Professor Promotion Committee’s vote and recommendation.
4. The recommendation letter of the college Dean
5. The recommendation statement of the Provost
6. Rebuttals and supporting material (if any) filed by the candidate

At any time throughout the process and after its completion, the candidate has the right to access and obtain copies of the Promotion File.

13.5.1.3 The Senior Lecturer Promotion Committee and Clinical Assistant Professor Promotion Committee review promotion cases at the college level and make recommendations to the college Dean. Their composition and selection are specified in Section 13.5.3.1.

13.5.2 Criteria for Promotion to Senior Lecturer and to Clinical Assistant Professor.

13.5.2.1 To be promoted to the rank of Senior Lecturer, a Lecturer must have served at least six years at the Lecturer rank. To be promoted to the rank of Clinical Assistant Professor, a Clinical Instructor must have served at least six years at the Clinical Instructor rank. During that time, the Member must have demonstrated a record of sustained outstanding performance in teaching and service for a minimum of six years, which is documented in accordance with Section 13.5.2.2 and defined by Section 13.8.

13.5.2.2 Outstanding teaching and service are documented by the Chair’s annual evaluations of the Member’s performance (Article 11), peer evaluations of teaching (Section 13.5.2.3), student evaluations of teaching, and other available evidence as needed or desired. The amount of recent teaching may be limited, and effective completion of administrative responsibilities may be substituted for service work expected of non-administrative faculty.

13.5.2.3 Peer Evaluation of Teaching

Instructors, Lecturers, Clinical Instructors, and Clinical Assistant Professors without continuing appointments will receive two peer evaluations of teaching each academic year. Any other Bargaining Unit Faculty Member will receive two peer evaluations of teaching in a given academic year if by September 15 the Member asks the Department Chair, in writing, that peer evaluations of teaching be done.

13.5.2.3.1 Each peer evaluation of teaching will involve classroom observation (except for distance learning courses) and may include a review of teaching materials such as syllabi, assignments, exams etc. Each completed peer evaluation shall be sent to the Department Chair (with a copy to the evaluated Member) and kept in the Department or College office. In addition to the roles of Peer Evaluations of Teaching specified in this Article 13, they shall inform the Chair’s annual evaluations pursuant to Sections 11.2 through 11.2.1.1.
13.5.2.3.2 Peer evaluators will be NTE Bargaining Unit Faculty with continuing appointments who hold the rank of Senior Lecturer (Clinical Assistant Professor) or TET Bargaining Unit who are tenured.

13.5.2.3.3 One peer evaluator will be chosen by the Bargaining Unit Member, and a second peer evaluator will be chosen by the Department Chair. Peer evaluators for a given academic year must be chosen no later than September 30, and one peer evaluation must be completed by the end of the fall semester.

13.5.3 Participants in Decisions of Promotion to Senior Lecturer and to Clinical Assistant Professor.

13.5.3.1 All grants of promotion to Senior Lecturer and to Clinical Assistant Professor are made by the Wright State University Board of Trustees based on review and recommendations from the following committees and individuals.

1. The candidate’s Department Chair (not applicable in the College of Nursing and Health or at the Lake Campus)
2. A College Senior Lecturer (Clinical Assistant Professor) Promotion Committee consisting of the Dean as a non-voting member and five voting members who will be elected by the college’s Bargaining Unit Faculty who hold the rank of Lecturer or Senior Lecturer (Clinical Instructor or Clinical Assistant Professor).
   • Three of the voting members will be of Senior Lecturer (Clinical Assistant Professor) rank and must hold continuing appointments. A college that does not have sufficient Senior Lecturers (Clinical Assistant Professors) may staff the committee by electing Senior Lecturers with continuing appointments from another college.
   • Two of the voting members will be Tenured TET Bargaining Unit Faculty.
   The voting members of the committee will elect a chair from among the voting members.
3. The candidate’s Dean
4. The Provost

13.5.4 Procedures for Granting Promotion to Senior Lecturer (Clinical Assistant Professor)

13.5.4.1 To initiate the Promotion Process, a faculty member must submit the Promotion Document to the Department Chair by the date specified in Appendix D. The Document becomes part of the candidate’s Promotion File and may not be altered after the candidate has submitted it, without permission of the candidate and the Department Chair; also, after the candidate has been voted on by the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee, the Document may not be altered under any circumstances. Once the promotion process has begun, only the candidate may terminate the process. To do so, the candidate must submit written notice of withdrawal to the Dean, who will then convey this information as appropriate.

13.5.4.2 By the date specified in Appendix D, the Department Chair will review the Promotion Document, add a letter recommending for or against the promotion to the Promotion File, give a
copy of the letter to the candidate, and transmit the Promotion File to the Dean. If the Chair reviews or otherwise takes into account materials that are not part of the individual's Promotion File, the Chair will promptly make such materials available to the candidate. The recommendation of the Chair must be based on criteria in Section 13.8 and no other. The candidate will have ten (10) working days to add a rebuttal letter to the File by submitting the rebuttal letter to the Dean; the actual deadline for the candidate to do so is specified in Appendix D.

13.5.4.3 By the date specified in Appendix D, the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee will review the candidate's File and make its written recommendation, adding this recommendation to the File. The recommendation must be based on criteria in 13.8 and no other. If the Committee reviews or otherwise takes into account materials that are not part of the individual's Promotion File, the chair of that committee will promptly make such materials available to the candidate.

13.5.4.5 By the date specified in Appendix D, the college Dean will inform the candidate in writing of the recommendation and vote of the College Senior Lecturer (Clinical Assistant Professor) Promotion Committee, and will provide a copy of the College Committee's written recommendation to the candidate. The candidate will have ten (10) working days to add a rebuttal letter to the File by submitting the rebuttal letter to the Dean; the actual deadline for the candidate to do so is specified in Appendix D.

13.5.4.6 By the date specified in Appendix D, the college Dean will review the File, add a letter recommending for or against the promotion to the File, give a copy of the letter to the candidate, and transmit the Promotion File to the Provost. The recommendation must be based on criteria in 13.8 and no other. The candidate will have ten (10) working days to add a rebuttal letter to the File by submitting the rebuttal letter to the Provost; the actual deadline for the candidate to do so is specified in Appendix D.

13.5.4.7 By the date specified in Appendix D, the Provost will review the File, add a statement recommending for or against the promotion to the File, give the candidate a copy of the statement, and transmit the Promotion File to the University President for consideration and recommendation to the Board of Trustees. If the Provost disagrees with the Dean’s recommendation, he or she will add a written explanation to the File and promptly send a copy to the candidate.

13.5.4.8 The Board of Trustees will announce all promotions as soon as feasible.

13.6 Appeals

13.6.1 A candidate may appeal the Provost’s recommendation on the grounds that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the criteria in Section 13.8, or (c) the outcome was arbitrary, discriminatory or capricious. The Candidate has at least five (5) working days after receiving a copy of the statement of the Provost (Section 13.5.4.7) to notify in writing both the University President and the AAUP-WSU Grievance and Contract Administration Officer of her or his intent to file an appeal. The actual
deadline in a given year is set forth in Appendix D. The appeal and all supporting documentation must be submitted to the University President and the AAUP-WSU Grievance and Contract Administration Officer by the deadline set forth in Appendix D, which is at least fifteen (15) working days after the candidate receives a copy of the statement of the Provost.

13.6.2 Upon receiving a written notification of the intent to file an appeal from one or more Bargaining Unit Faculty Members, the AAUP-WSU and the University shall form a Promotion Appeals Committee consisting of three NTE or TET Bargaining Unit Faculty Members selected by the AAUP-WSU and three department chairs, assistant deans, or associate deans who are also faculty selected by the University. In addition, the AAUP-WSU and the University will each appoint two alternate members to the Committee. Each of the members, including the alternates, selected by the AAUP-WSU must be from different colleges. Likewise each of the members, including the alternates, selected by the University must be from different colleges. The Committee will be formed within ten (10) working days after notice of intent to file an appeal is received (see Section 13.6.1). All meetings of the Appeals Committee will include exactly six voting members: three NTE or TET Bargaining Unit Faculty appointed by the AAUP-WSU and three faculty (department chairs, assistant or associate deans) appointed by the University. Any members of the Committee who have previously voted on or written a letter for the case under appeal or are from the appellant’s college shall recuse themselves.

13.6.3 The Appeals Committee shall have Co-Chairs. One Co-Chair must be elected by the Faculty appointed by the AAUP-WSU, and one Co-Chair must be elected by the faculty members appointed by the University. A single chair may be elected by both constituencies.

13.6.4 Procedures of the Promotion Appeals Committee.

13.6.4.1 If at least three members of the Committee agree, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee’s questions in writing.

13.6.4.2 Following the review of materials and testimony relevant to a given case, the Committee will determine if any of the criteria (a), (b), (c) listed in Section 13.6.1 appear to be substantiated. The Committee will then send to the University President a report stating its findings (as to whether or not any criteria listed in Section 13.6.1 appear to be substantiated), the basis for its findings, and its recommendations.

13.6.4.3 Recommendations of the Committee require a majority vote, but minority opinions must be represented in the final report if the minority so desires. All voting will be by secret ballot.

13.6.5 If the Committee is not able to reach a consensus, members of the Committee may write dissenting opinions, which shall be attached to the majority opinion. If the six-person Committee is divided three to three, then both groups will file a report. The Committee will make a good faith effort to issue its written report no later than thirty (30) working days after the appellant submits the appeal and all supporting documentation to the University President and the AAUP-WSU Grievance and Contract Administration Officer. The Committee will send its report to the University President, with copies to the appellant and AAUP-WSU.
13.6.6 Upon receiving the Committee's report, the candidate has five working days to submit a letter of appeal to the University President.

13.6.7 Within twenty (20) working days after receiving the recommendations from the Provost and from the Appeals Committee, the President will notify the candidate in writing, with a copy to AAUP-WSU, that (a) the recommendation of the Provost is being upheld, (b) the Provost's recommendation is being overturned, and the case being presented to the Board of Trustees for approval, or (c) that the case is being remanded in a specified way for further consideration.

13.6.8 If the Board of Trustees approves a promotion based in whole or in part on a Promotion Appeals Committee recommendation, the promotion shall be made retroactive to the normal promotion date for candidates from that department.

13.7 Promotion Grievances.

13.7.1 A promotion case not resolved by appeal (Section 13.6) may be grieved and go directly to arbitration if the AAUP-WSU concurs with the candidate that (a) an error in the described procedures materially affected the outcome, (b) the decision was not based upon the criteria in Section 13.8, or (c) the outcome was arbitrary, discriminatory or capricious. If the AAUP submits a promotion case to arbitration it must do so within thirty (30) working days of receiving the President's disposition of the case (Section 13.6.7). The arbitrator will be selected by the procedure specified in Section 16.6.1.

13.7.2 The arbitrator may remand the promotion decision being grieved with directions as to which of the existing procedures in this Agreement are to be followed.

13.7.2.1 The arbitrator may advise on altering procedures and time limits to expedite the remand process.

13.7.2.2 The arbitrator does not have authority to award promotion to a Bargaining Unit Faculty Member.

13.7.3 Individuals and committees to whom a promotion case is remanded will duly consider all advice and recommendations of the arbitrator.

13.7.4 A promotion case may be sent to arbitration no more than once every three years.

13.8 The successful candidate for promotion to Senior Lecturer or Clinical Assistant Professor must demonstrate sustained outstanding performance in both teaching and in service for a minimum of six years as described, below, in Sections 13.8.1 through 13.8.3.

13.8.1 Sustained Outstanding Performance in Teaching for Promotion to Senior Lecturer or Clinical Assistant Professor

- Overwhelmingly positive student evaluations
• Excellent peer evaluations of teaching completed pursuant to Section 13.5.2.3
• Satisfies all essential teaching related behaviors set forth in Section 11.3.1.1.
• Has at least 15 positive teaching-related activities from the list in Section 11.5.1.1 2 d on behalf of students or the department. Each annual positive teaching-related activity counts toward the total.

13.8.2 Sustained Outstanding Performance in Service for Promotion to Senior Lecturer or Clinical Assistant Professor

13.8.3 Sustained outstanding performance involves engaging in significant service as defined in Section 11.2.2.2 over a minimum of a six year period and engaging in leadership in teaching or service. Scholarship related to the practice of teaching may also count toward demonstrating leadership. Leadership can be demonstrated by (1) major initiatives with substantial and ongoing impact, (2) a number of significant leadership contributions that form a pattern of continuing engagement, or (3) an equivalent combination of the two. One item from the major initiatives list might in itself be sufficient to confirm the individual’s leadership or might only be sufficient if combined with two to four of the items from the significant leadership contributions list. Similarly, all items on the lists will not be of equal value. Some factors that might impact the value are:

• The impact of the effort expended,
• The relative prestige (of awards, publications, etc.), or
• The differing levels of responsibility.

The candidate’s combined activity and achievement must be of high quality, must exceed routinely assigned teaching and service, and must include demonstrated leadership.

1. **Major initiatives** with substantial and ongoing impact include the following types of activities or the equivalent:
   a. Developing and sustaining a study abroad experience for students,
   b. Obtaining substantial internal or external funding or grant monies,
   c. Spearheading a major university project,
   d. Coordinating a major campus event involving several units within the university and continuing for multiple years,
   e. Advising a significant organization or student activity that results in regional and/or national recognition,
   f. Developing and editing a professional periodical,
   g. Writing and publishing a text book or ancillary materials adopted by multiple universities;
   h. Writing and publishing a scholarly book, article or discipline specific publication.

2. **Significant leadership contributions** should include a variety of the following types of activities or the equivalent:
   a. Developing a new course;
   b. Developing internships or service learning courses, projects and partnerships;
   c. Advising an Honors project;
   d. Obtaining moderate internal or external funding or grant monies;
e. Providing formal and substantial faculty mentoring;
f. Promoting student success through documented initiation of innovative strategies or a superior commitment to student advising;
g. Receiving a university honor or recognition;
h. Directing/协调ing a college or department program;
i. Effectively chairing an active college or university committee;
j. Actively serving on a college or university committee that is highly active and productive;
k. Coordinating a college, campus or community event or a policy or process change within the college;
l. Promoting alumni relations or engaging in fundraising
m. Exercising leadership that draws on professional expertise outside the university
n. Receiving a community honor or recognition;
o. Holding an office in a professional or community organization;
p. Effectively chairing a major government or community board;
q. Effectively serving on a major government or community board that is highly active and productive;
r. Providing professional consultation to community groups, government agencies or businesses;
s. Presenting a competitively selected scholarly paper or serving as a reviewer in the competitive selection of scholarly work;
t. Guest editing a professional journal.
Article 17
Retrenchment
Fact Finding Proposal, University, January 30, 2018

17.1 Retrenchment is defined as the termination of a Bargaining Unit Faculty Member(s) during any appointment as a result of any of the following three circumstances:
(a) financial exigency;
(b) to avoid the declaration of fiscal watch; (c) significant reduction in enrollment of a College, Department, or Program (here and elsewhere, meaning a program offered for credit) continuing over four or more academic semesters (not counting summer) and which is expected to persist; or (d) discontinuation of a College, Department or Program.

Financial exigency means that severe financial problems exist which threaten the University’s ability to maintain its academic operations at an acceptable level of quality.

17.2 Should the University President anticipate the need for retrenchment of Bargaining Unit Faculty Members, the data and information upon which this decision is based shall be provided to the AAUP-WSU.

17.3 The AAUP-WSU shall be provided access and the opportunity to inspect and/or copy any information relevant to the anticipated retrenchment within ten (10) calendar days after the delivery of a written request to the Provost. However, the AAUP-WSU is not entitled to any information that is confidential under any applicable law. In addition, the AAUP-WSU is entitled to view information in its existing form only.

17.4 Under retrenchment defined in 17.1 (a/b) within twenty (20) calendar days or under 17.1 (c/d) within sixty (60) calendar days after receipt of the data and information in Section 17.3 a joint Committee on Retrenchment, with three members appointed by the University and three members appointed by the AAUP-WSU, shall submit its advisory recommendations to the University President. Such recommendations may include ways to relieve the exigency by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities. If the joint Committee on Retrenchment does not submit its advisory recommendations to the University President within the time frame set forth herein, the process set forth in this Article shall continue to the next step.

17.4.1 In making its recommendations, the Committee on Retrenchment shall give consideration to long-term enrollment projections, the mission of the University as a whole, the continued accreditation of academic units, the effect on joint programs with other institutions, and the impact on the students registered in the programs.

17.4.2 In the case of an anticipated reduction in size or discontinuation of a College, Department, or Program, the Committee on Retrenchment’s recommendations shall include consideration of—
• its historical role and contributions in the University’s educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
• the dependence of other programs in the University on the College, Department, or Program;
• duplication elsewhere in the University of courses, research or services offered through the Department, College or Program, and possible organizational arrangements which might serve as alternatives to discontinuation;
• arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
• stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
• the periods of service and tenure status of its Bargaining Unit Faculty Members and an estimate of their possible usefulness elsewhere within the University; and
• possible arrangements for planned phasing out of the College, Department, or Program as an alternative to abrupt discontinuation.

17.5 The President shall forward the recommendations of the Committee on Retrenchment along with his or her recommendations to the Board of Trustees. After receiving and considering the recommendation(s), the Board of Trustees shall make the final determination to implement retrenchment.

17.6 Procedures for Retrenchment.

17.6.1 The University shall, in good faith, consider whether the need for retrenchment can be alleviated through normal attrition or other alternatives to retrenchment. In making its decisions about retrenchment, the University shall, in good faith, give consideration to the factors listed in Sections 17.4.1 and 17.4.2.

17.6.2 Except as provided for in Sections 17.6.3 17.6.7 and consistent with the operating needs of the level of organization the University has deemed appropriate for retrenchment, the University shall retrench Bargaining Unit Faculty Members by rank in inverse order of seniority within the unit(s) identified for retrenchment.

17.6.3 Full-time faculty who are ineligible for tenure or continuation shall be retrenched before Bargaining Unit Faculty within a particular Program, Department or College, unless it can be shown that those non-Bargaining Unit Members are academically essential (in particular, essential with regard to their teaching, scholarship, or service) to the continuation of the academic mission of that Program, Department, or College.

17.6.4 Untenured Bargaining Unit Faculty Members shall be retrenched before Members who are tenured, regardless of rank.

17.6.5 Tenured Bargaining Unit Faculty Members who are Assistant Professors will be retrenched before tenured Members who are Associate Professors, who will be retrenched before tenured Members who are Professors.
17.6.6 Within each academic rank, seniority shall be calculated from the earliest date of continuous University employment.

17.6.6.1 Leaves with pay shall count as years of service for seniority.

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

17.6.6.3 Periods of continuous employment wherein an individual is outside the Bargaining Unit, such as service as a chair, dean, provost or President, shall count as years of service for seniority.

17.6.7 To meet operating needs of the unit(s) being reduced, the University will retain specific Bargaining Unit Faculty Members who are best qualified to meet programmatic, curricular, or other academic needs; however, to deviate from the order of retrenchment specified in Sections 17.6.3-17.6.6.3, the University must first obtain and consider in good faith independent recommendations regarding that deviation (specifically, whether the deviation is necessary in order to meet programmatic, curricular, or other academic needs) from the impacted Members’ Department Chair(s) and from a committee appointed by AAUP-WSU. The independent recommendations shall be provided within 15 working days after a request from the University.

17.6.8 The termination of a Bargaining Unit Faculty Member may not be necessary if his or her salary is paid by restricted funds.

17.6.9 Bargaining Unit Faculty Members whose positions are terminated shall be offered available faculty positions for which they are fully qualified or for which they can become fully qualified within the period of their notification of termination as specified in Section 17.6.10. Where feasible, the University will consider relocating Bargaining Unit Faculty Members in a non-faculty position, as an alternative to termination.

17.6.10 A Bargaining Unit Faculty Member whose appointment is terminated pursuant to the provisions of this Article 17 shall receive salary and benefits (or notice) in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Service as a Full-Time Faculty Member</th>
<th>Salary and Benefits (or Notice)</th>
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</thead>
<tbody>
<tr>
<td>less than nine months</td>
<td>three months</td>
</tr>
<tr>
<td>at least nine but less than eighteen months</td>
<td>six months</td>
</tr>
<tr>
<td>at least eighteen months</td>
<td>twelve months</td>
</tr>
<tr>
<td>at least eighteen months and tenured</td>
<td>current academic year plus twelve months</td>
</tr>
<tr>
<td>at least ten years and tenured</td>
<td>current academic year plus twelve months (eighteen months minimum)</td>
</tr>
</tbody>
</table>
17.7 The University shall not fill a position in a discipline in which a tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of four (4) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A tenured Member of the Bargaining Unit thus recalled shall return with tenure.

17.8 The University shall not fill a position in a discipline in which a non-tenured Bargaining Unit Faculty Member, who has been retrenched, is professionally qualified for a period of two (2) years from the date of termination of service, unless the position is first offered to that Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. The Bargaining Unit Faculty Member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at Wright State University. A Member thus recalled shall return with the number of years of prior service at Wright State University counting as part of his or her probationary period.
Article 19
Workload
Fact Finding Proposal, University, January 30, 2018

19.1 Faculty workload requirements are set forth in University policy, including University Policy Number 2020, Faculty Workload, and as may be amended from time to time.

A faculty workload policy that the University and the AAUP-WSU agree will be included in the Faculty-Handbook. If the AAUP-WSU believes that the assigned workload of one or more Members is inconsistent with specific provisions of that Policy or Agreements between the AAUP-WSU and the University, it shall have the sole right to submit the matter to an external arbitrator within thirty (30) days of receiving the Provost’s response to an appeal from an individual Member or from the AAUP-WSU. The definition of days refers to the time limits established in Section 16.2.6. Procedures for such arbitration shall be in accordance with those specified in Sections 16.6-16.9.

In accordance with Ohio Revised Code 3345.45, all Sections of this Agreement, Memoranda of Understanding and other Agreements between the AAUP-WSU and the University pertaining to workload are prohibited subjects of collective bargaining, not appropriate for collective bargaining, and null and void.
Article 23-NTE
Compensation for Non- Tenure Eligible Faculty
Fact Finding Proposal, University, January 30, 2018

23.1 For academic and fiscal years 2014-2015, 2017-2019, each Bargaining Unit Member shall receive no raises.

an across-the-board raise equal to 2.0% of his or her 2013-2014 annual base salary. For Members on fiscal appointments, this raise will be effective on July 1, 2014; and for Members on academic year appointments, this raise will be effective on August 1, 2014.

If the University awards merit pay to Bargaining Unit Faculty Members, each Dean will determine the allocation of such pay to Members in his or her college based on individuals’ performance, in a manner not inconsistent with the Members’ annual evaluations, as described in Article 11.

23.2 The raises and economic items in current 23.1.1 through 23.3.3 shall not be applicable during the term of this contract.

23.1.1 The University will provide an across-the-board raise equal to 1% raise for all Bargaining Unit Faculty Members enrolled in STRS or an alternative retirement system program to offset the 1% increase in STRS contributions that will begin effective July 1, 2014 for Members on fiscal appointments and August 1, 2014 for Members on academic appointments. This increase is a good faith effort that recognizes in the previous CBA the University had committed up to 2% for such increases but was only required to provide 1%. This does not obligate the University to commit future salary increases should Bargaining Unit Faculty Members in STRS or an alternative retirement system program experience additional increases to their retirement contribution rates.

23.2 For academic year 2015-2016, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.2.1 and 23.2.2 below. For Members on fiscal appointments, these raises will be effective on July 1, 2015; and for Members on academic year appointments, these raises will be effective on August 1, 2015.

23.2.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2014-2015 annual base salary.

23.2.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2014-2015 annual base salaries of all Bargaining Unit Faculty Members.

23.2.3 In addition to the pools specified in Sections 23.2.1 and 23.2.2 the University shall distribute to each college a pool equal to 1.00% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market
considerations or proportionally lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University; in a given college, any monies from this pool that are not distributed to an individual Member shall be divided as follows: 0.75 of the monies not distributed shall be used to augment the college’s merit raise pool (Section 23.2.2), and 0.25 of the monies not distributed shall be distributed across-the-board and provided to all Bargaining Unit Faculty Members in that college. All decisions made by the AAUP-WSU and the University pursuant to Section 23.2.3 are final and not subject to grievance or arbitration pursuant to Article 16.

23.3 For academic year 2016-2017, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.3.1 and 23.3.2 below. For Members on fiscal appointments, these raises will be effective on July 1, 2016; and for Members on academic year appointments, these raises will be effective on August 1, 2016.

23.3.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2015-2016 annual base salary.

23.3.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2015-2016 annual base salaries of all Bargaining Unit Faculty Members.

23.3.3 In addition to the pools specified in Sections 23.3.1 and 23.3.2 the University shall distribute to each college a pool equal to 0.75% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market considerations or proportionally lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University. In a given college, any monies from this pool that are not distributed to an individual Member shall be shall be used to augment the college’s merit raise pool (Section 23.3.2). All decisions made by the AAUP-WSU and the University pursuant to Section 23.3.3 are final and not subject to grievance or arbitration pursuant to Article 16.

23.4 Promotion Increases. A Bargaining Unit Faculty Member who is promoted to Lecturer, Senior Lecturer or to Clinical Assistant Professor shall receive an increase of 7.5% of that Member’s annual base salary.

23.4.1 Appointment to Lecturer. A Bargaining Unit Faculty Member who held the rank of Instructor and who accepts an appointment as Lecturer shall receive an increase of 7.5% of that Member’s annual base salary as Instructor. However this provision shall not apply if there was a gap of more than one academic semester (not including summer term(s)) between the end of the appointment as Instructor and the beginning of the appointment as Lecturer.
23.4.2 Previous appointments to Lecturer. A Bargaining Unit Faculty Member who held the rank of Instructor and who accepted an appointment as Lecturer that went into effect on or after July 1, 2013 but before the effective date of this agreement shall receive an increase of 7.5% of that Member’s annual base salary as Instructor that shall be retroactive to the date on which the appointment as Lecturer became effective.

23.4.3 The University will add promotion increases (Section 23.4) to a Bargaining Unit Faculty Member’s base salary before making salary adjustments pursuant to Sections 23.1 through 23.3.

23.5 Overload Salary. Bargaining Unit Faculty Members who are offered and agree to teach overload classes shall be paid in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Minimum Rate Per Semester Credit Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor &amp; Visiting Faculty</td>
<td>$505</td>
</tr>
<tr>
<td>Lecturer &amp; Clinical Instructor</td>
<td>$593</td>
</tr>
<tr>
<td>Sr. Lecturer &amp; Clinical Assistant Professor</td>
<td>$664</td>
</tr>
</tbody>
</table>

23.6 Summer Semester. A Bargaining Unit Faculty Member with an academic year appointment who has completed two semesters of service and is assigned by the University to teach during the summer semester will be compensated as specified in Sections 23.6.1 through 23.6.9. Summer teaching assignments will be at the discretion of the Department Chair and with the approval of the Dean, based on student and curricular needs.

23.6.1 A Bargaining Unit Faculty Member will receive 1/36th of his or her annual base salary for the preceding two semesters per scheduled credit hour of summer up to a maximum of six credit hours per six-week term when teaching a single six-week term each summer.

23.6.2 A Bargaining Unit Faculty Member who is assigned to teach courses in both six-week terms of a single summer or that span the full twelve-week summer session will receive 1/36th of her or his base salary per scheduled credit hour of summer instruction, up to a maximum of twelve credit hours.

23.6.3 A Member’s salary will be calculated at an overload rate, pursuant to Section 23.5, for teaching more than six credit hours in a single six week term or more than twelve credit hours across twelve weeks of a single summer.

23.6.4 Once registration for summer has begun, cancellation of a class scheduled to be taught by a Member requires approval by a provost. For purposes of determining whether to cancel summer classes, 1 graduate student shall be the equivalent of 2 undergraduate students.

23.6.4.1 The University will not cancel a summer class scheduled to be taught by a Bargaining Unit Faculty Member if it has an enrollment of 15 or more undergraduate students, or the equivalent. If it becomes necessary to cancel a class, the university will make a good faith effort
to preserve the Members' opportunity to teach summer classes as set forth in Section 7.8 and subsections.

23.6.4.2 If summer classes assigned to a Member pursuant to Section 7.8 and subsections have an average enrollment of 15 or more undergraduate students, or the equivalent, the University will not cancel one of those classes without reassigning the Member to another class or otherwise compensating the Member as though the class had been offered.

23.6.5 After the University has offered summer teaching opportunities to all Bargaining Unit Faculty in a given department pursuant to Section 7.8 and subsections, the University and a Bargaining Unit Faculty Member in that department may agree that the Member teach, at any time during that summer, a class with an enrollment of ten or fewer undergraduate students (or the equivalent) at an overload rate. Such arrangements are not considered summer teaching hours pursuant to Section 7.8 and subsections.

23.6.6 The University and the AAUP-WSU recognize the possibility that unforeseen financial, curricular, and/or enrollment management circumstances may arise making it appropriate to depart from the foregoing summer salary provisions and agree to discuss any such possibilities that are introduced by either party. No changes to the provisions shall be made without agreement of both the University and the AAUP-WSU.

23.6.7 If a class that is part of a cohort program is scheduled to meet during all or part of a summer session, then the provisions of Sections 23.6.1 through 23.6.6 pertain to that class and thus to the Member teaching it. However, if the University has offered summer teaching opportunities to all Bargaining Unit Faculty in the Member's department pursuant to Section 7.8 and subsections, then the Member may be paid at an overload rate for the cohort program class consistent with what is paid for such courses at other times during the calendar year.

23.6.8 Should no eligible NTE or TET Bargaining Unit Faculty Members agree to teach a summer class, the University may at its sole discretion either cancel that class or hire an individual in neither Bargaining Unit to teach the class at a salary not to exceed that last offered to a Member of the Bargaining Unit.

23.6.9

23.6.10 Summer Semester Research Salaries: Bargaining Unit Faculty on academic year contracts who are approved by their Department Chair to direct independent laboratory research for either undergraduate or graduate students during the summer will receive a stipend of at least:

For undergraduate research students: $47/credit hour
For master's students: $80/credit hour
For Ph.D. students: $159/credit hour
Article 23-TET
Compensation for Tenure-Eligible and Tenured Faculty
Fact Finding Proposal, University, January 30, 2018

23.1 For academic and fiscal years 2017-2018, Bargaining Unit Faculty will receive no raises.

If the University awards merit pay to Bargaining Unit Faculty Members, each Dean will determine the allocation of such pay to Members in his or her college based on individuals’ performance, in a manner not inconsistent with the Members’ annual evaluations, as described in Article 11.

23.2 The raises and economic items in current 23.1.1 through 23.3.4 shall not be applicable during the term of this contract.

to their base salaries as specified in Sections 23.1.1 through 23.1.2 below. For Members on fiscal appointments, these raises will be effective on July 1, 2014; and for Members on academic year appointments, these raises will be effective on August 1, 2014.

23.1.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 2.0% of his or her 2013-2014 annual base salary.

23.1.2 In addition to the increase specified in Section 23.1.1, each Member who was an Assistant Professor in the 2013-2014 academic year and will continue at that rank for the 2014-2015 academic year shall receive a $600 increase to the Member’s base salary.

23.1.3 The University will provide an across-the-board raise equal to 1% raise for all Bargaining Unit Faculty Members enrolled in STRS or an alternative retirement system program to offset the 1% increase in STRS contributions that will begin effective July 1, 2014 for Members on fiscal appointments and August 1, 2014 for Members on academic appointments. This increase is a good faith effort that recognizes in the previous CBA the University had committed up to 2% for such increases but was only required to provide 1%. This does not obligate the University to commit future salary increases should Bargaining Unit Faculty Members in STRS or an alternative retirement system program experience additional increases to their retirement contribution rates.

23.2 For academic year 2015-2016, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.2.1 through 23.2.3 below. For Members on fiscal appointments, these raises will be effective on July 1, 2015; and for Members on academic year appointments, these raises will be effective on August 1, 2015.

23.2.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2014-2015 annual base salary.

23.2.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2014-2015 annual base salaries of all Bargaining Unit Faculty Members.
23.2.3 In addition to the increases specified in Sections 23.2.1 and 23.2.1, each Member who was an Assistant Professor in the 2014-2015 academic year and will continue at that rank for the 2015-2016 academic year shall receive a $600 increase to the Member's base salary.

23.2.4 In addition to the pools specified in Sections 23.2.1 through 23.2.3 the University shall distribute to each college a pool equal to 1.0% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market considerations or proportionally lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University; in a given college, any monies from this pool that are not distributed to an individual Member shall be divided as follows: 0.75 of the monies not distributed shall be used to augment the merit raise pools (Section 23.3.2) of the college’s departments proportional to the pre-augmentation departmental merit raise pools (M in Section 11.7), and 0.25 of the monies not distributed shall be distributed across-the-board to all Bargaining Unit Faculty Members in that college. All decisions made by the AAUP-WSU and the University pursuant to Section 23.2.4 are final and not subject to grievance or arbitration pursuant to Article 16.

23.3 For academic year 2016-2017, Bargaining Unit Faculty will receive raises to their base salaries as specified in Sections 23.3.1 through 23.3.3 below. For Members on fiscal appointments, these raises will be effective on July 1, 2016; and for Members on academic year appointments, these raises will be effective on August 1, 2016.

23.3.1 Each Bargaining Unit Member shall receive an across-the-board raise equal to 1.5% of his or her 2015-2016 annual base salary.

23.3.2 Each Bargaining Unit Faculty Member shall be eligible for merit raises from a pool equal to 1.0% of the total of 2014-2015 annual base salaries of all Bargaining Unit Faculty Members.

23.3.3 In addition to the increases specified in Sections 23.3.1 and 23.3.2, each Member who was an Assistant Professor in the 2015-2016 academic year and will continue at that rank for the 2016-2017 academic year shall receive a $600 increase to the Member’s base salary.

23.3.4 In addition to the pools specified in Sections 23.3.1 through 23.3.3 the University shall distribute to each college a pool equal to 0.75% of the total annual base salary for all Bargaining Unit Faculty who were employed in that college during the 2014-2015 academic year and who remain employed during the 2015-2016 academic year. Such money will be distributed to Members in the college whose salaries are inappropriately low according to market considerations or proportionally lower than other Members in the department in ways that cannot be reasonably accounted for by rank, seniority, and performance. The amounts of such raises (if any) shall be mutually agreed to between the AAUP-WSU and the University, and any monies from this pool that are not distributed to an individual Member shall be used to augment the merit raise pools (Section 23.3.2) of the college’s departments proportional to the pre-
augmentation departmental merit raise pools (M in Section 11.7). All decisions made by the AAUP-WSU and the University pursuant to Section 23.3.4 are final and not subject to grievance or arbitration pursuant to Article 16.

23.4 Promotion Increases. A Bargaining Unit Faculty Member who is promoted from Associate Professor to Professor shall receive an increase of 7.5% of that Member’s annual base salary. A Bargaining Unit Faculty Member who is promoted from Assistant Professor to Associate Professor shall receive an increase of 7.5% of that Member’s annual base salary.

23.4.1 The University will add promotion increases (Section 23.4) to a Bargaining Unit Faculty Member’s base salary before making salary adjustments pursuant to Sections 23.1 through 23.3.4.

23.5 Overload Salary. Bargaining Unit Faculty Members who are offered and agree to teach overload classes shall be paid in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Minimum Rate Per Semester Credit Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Professor</td>
<td>$615</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$735</td>
</tr>
<tr>
<td>Professor</td>
<td>$823</td>
</tr>
</tbody>
</table>

23.6 Summer Semester. A Bargaining Unit Faculty Member with an academic year appointment who has completed two semesters of service and is assigned by the University to teach during the summer semester will be compensated as specified in Sections 23.6.1 through 23.6.9. Summer teaching assignments will be at the discretion of the Department Chair and with the approval of the Dean, based on student and curricular needs by the chair with approval of the Dean.

23.6.1 A Bargaining Unit Faculty Member will receive 1/36th of his or her annual base salary for the preceding two semesters per scheduled credit hour of summer up to a maximum of six credit hours per six-week term when teaching a single six-week term each summer.

23.6.2 A Bargaining Unit Faculty Member who is assigned to teach courses in both six-week terms of a single summer or that span the full twelve-week summer session will receive 1/36th of her or his base salary per scheduled credit hour of summer instruction, up to a maximum of twelve credit hours.

23.6.3 A Member’s salary will be calculated at an overload rate, pursuant to Section 23.5, for teaching more than six credit hours in a single six week term or more than twelve credit hours across twelve weeks of a single summer.

23.6.4 Once registration for summer has begun, cancellation of a class scheduled to be taught by a Member requires approval by a provost. For purposes of determining whether to cancel summer classes, 1 graduate student shall be the equivalent of 2 undergraduate students.
23.6.4.1 The University will not cancel a summer class scheduled to be taught by a Bargaining Unit Faculty Member if it has an enrollment of 15 or more undergraduate students, or the equivalent. If it becomes necessary to cancel a class, the University will make a good-faith effort to preserve the Members' opportunity-to-teach summer classes as set forth in Section 7.8.1.

23.6.4.2 If summer classes assigned to a Member pursuant to Section 7.8.1 have an average enrollment of 15 or more undergraduate students, or the equivalent, the University will not cancel one of those classes without reassigning the Member to another class or otherwise compensating the Member as though the class had been offered.

23.6.5 After the University has offered summer teaching opportunities to all Bargaining Unit Faculty in a given department pursuant to Section 7.8 and subsections, the University and a Bargaining Unit Faculty Member in that department may agree that the Member teach, at any time during that summer, a class with an enrollment of ten or fewer undergraduate students (or the equivalent) at an overload rate. Such arrangements are not considered summer teaching hours pursuant to Section 7.8.1.

23.6.6 The University and the AAUP-WSU recognize the possibility that unforeseen financial, curricular, and/or enrollment management circumstances may arise making it appropriate to depart from the foregoing summer salary provisions and agree to discuss any such possibilities that are introduced by either party. No changes to the provisions shall be made without agreement of both the University and the AAUP-WSU.

23.6.7 If a class that is part of a cohort program is scheduled to meet during all or part of a summer session, then the provisions of Sections 23.6.4 through 23.6.6 pertain to that class and thus to the Member teaching it. However, if the University has offered summer teaching opportunities to all Bargaining Unit Faculty in the Member's department pursuant to Section 7.8 and subsections, then the Member may be paid at an overload rate for the cohort-program class consistent with what is paid for such courses at other times during the calendar year.

23.6.8 Through summer 2015: Should no eligible Bargaining Unit Faculty Members agree to teach a summer class, the University may, at its sole discretion, either cancel that class or hire an individual outside the Bargaining Unit to teach the class at a salary not to exceed that last offered to a Member of the Bargaining Unit.

23.6.8.1 Effective summer 2016: Should no eligible NTE or TET Bargaining Unit Faculty Members agree to teach a summer class, the University may, at its sole discretion, either cancel that class or hire an individual in neither Bargaining Unit to teach the class at a salary not to exceed that last offered to a Member of the Bargaining Unit.

23.6.9 Additional provisions regarding summer teaching assignments are found in Appendix H, the intent of which is to ensure that the summer teaching opportunities identified in Section 7.8.1 are not diminished by assignment of classes to persons not in the TET Bargaining Unit through summer 2015 (to persons in neither the NTE or TET Bargaining Unit effective summer 2016). Should either party believe that such opportunities have been so diminished, the University and
AAUP-WSU will meet to discuss and resolve the matter:

23.6.10-6 Summer Semester Research Salaries: Bargaining Unit Faculty on academic year contracts who are approved by their Department Chair to direct independent laboratory research for either undergraduate or graduate students during the summer will receive a stipend of at least:

   For undergraduate research students: $68/credit hour  
   For master's students: $114/credit hour  
   For Ph.D. students: $227/credit hour.
Article 24-NTE
Minimum Salaries
Fact Finding Proposal, University, January 30, 2018

24.1 For academic and fiscal years 2017-2019, Bargaining Unit Faculty will receive no raises.

The minimum base salary for Bargaining Unit Faculty Members with academic year appointments during the three year term of this agreement shall be:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Lecturer or Clinical Assistant Professor</td>
<td>$55,476</td>
<td>$57,279</td>
<td>$59,141</td>
</tr>
<tr>
<td>Lecturer or Clinical Instructor</td>
<td>$45,084</td>
<td>$46,549</td>
<td>$48,062</td>
</tr>
<tr>
<td>Instructor</td>
<td>$39,467</td>
<td>$40,750</td>
<td>$42,074</td>
</tr>
<tr>
<td>Visiting Faculty</td>
<td>$37,867</td>
<td>$39,098</td>
<td>$40,368</td>
</tr>
</tbody>
</table>

24.2 The minimum base salary for Bargaining Unit Faculty Members with fiscal year appointments during the three year term of this agreement shall be:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Lecturer or Clinical Assistant Professor</td>
<td>$67,804</td>
<td>$70,008</td>
<td>$72,283</td>
</tr>
<tr>
<td>Lecturer or Clinical Instructor</td>
<td>$55,102</td>
<td>$56,893</td>
<td>$58,742</td>
</tr>
<tr>
<td>Instructor</td>
<td>$48,237</td>
<td>$49,805</td>
<td>$51,424</td>
</tr>
<tr>
<td>Visiting Faculty</td>
<td>$46,282</td>
<td>$47,786</td>
<td>$49,339</td>
</tr>
</tbody>
</table>
Article 24-TET
Minimum Salaries
Fact Finding Proposal, University, January 30, 2018

24.1 For academic and fiscal years 2017-2019, Bargaining Unit Faculty will receive no raises.

2014-2015: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

24.1.1 For each continuing Bargaining Unit Faculty Member on an academic year appointment who will hold the rank of Associate Professor for the first time during the academic year 2014-2015, the University will compute a provisional base salary \( x \) for the academic year 2014-2015 by applying the applicable raises specified in Sections 23.1 through 23.4.1 of Article 23 to the Member's base salary for 2013-2014. Then, the University will compute the Member's final base salary \( y \) for the academic year 2014-2015 in accordance with the formula

\[
y = \begin{cases} 
  m + \left( \frac{M - m}{M - L} \right)(x - L) & \text{if } x \text{ is less than } M \\
  x & \text{if } x \text{ is greater than or equal to } M
\end{cases}
\]

where

\( L \) equals the lowest provisional base salary among all continuing Bargaining Unit Faculty Members who will hold the rank of Associate Professor for the first time during the academic year 2014-2015 (with fiscal year provisional base salaries multiplied by 9/11 for purposes of determining \( L \)),

and, as is shown in row 1 of Table A below,

- \( m \) equals $69,044, and
- \( M \) equals $73,144.

Thus, if the Member's provisional base salary is less than \( M \) ($73,144), then the final base salary will be higher than the provisional base salary and will be between \( m \) ($69,044) and \( M \) ($73,144); and otherwise, the final base salary will be the same as the provisional base salary.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rank</th>
<th>( m )</th>
<th>( M )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2014-2015</td>
<td>Associate Professor</td>
<td>$69,044</td>
<td>$73,144</td>
</tr>
<tr>
<td>2 2014-2015</td>
<td>Professor</td>
<td>$84,454</td>
<td>$89,470</td>
</tr>
<tr>
<td>3 2015-2016</td>
<td>Associate Professor</td>
<td>$71,288</td>
<td>$75,522</td>
</tr>
</tbody>
</table>
### 24.1.2 For each continuing Bargaining Unit Faculty Member on an academic year appointment who will hold the rank of Professor for the first time during the academic year 2014-2015, the University will determine a provisional base salary and a final base salary, using the procedure and formula in Section 24.1.1 above but with $L$ equal to the lowest provisional base salary among all continuing Bargaining Unit Faculty Members who will hold the rank of Professor for the first time during the academic year 2014-2015 (with fiscal year provisional base salaries multiplied by 9/11 for purposes of determining $L$); and with $m$ and $M$ as shown in row 2 of Table A.

### 24.1.3 For each continuing Bargaining Unit Faculty Member on a fiscal year appointment who will hold the rank of Associate Professor for the first time during the fiscal year 2014-2015, the University will

1. determine a provisional base salary "$x_j$" using the procedure in Section 24.1.1 above (i.e., by applying the applicable raises specified in Sections 23.1 through 23.4.1 of Article 23 to the Member’s base salary for the previous year [2013-2014]),
2. compute $x$ equal to $9 \cdot x_j / 11$,
3. compute $y$ according to the formula in 24.1.1 (with the same values of $L$, $m$, and $M$ as in Section 24.1.1), and
4. compute the final base salary $y_f$ equal to $11 \cdot y / 9$.

### 24.1.4 The University will proceed in a like manner for each Bargaining Unit Faculty Member on a fiscal year appointment who will hold the rank of Professor for the first time during the fiscal year 2014-2015, but with the values of $L$, $m$, and $M$ as in Section 24.1.2.

#### 24.2 2015-2016: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

The University will proceed as described in Sections 24.1 through 24.1.4, using values of $m$ and $M$ specified in rows 3 and 4 of Table A (and values of $L$ based on salaries for 2014-2015).

#### 24.3 2016-2017: Newly Promoted Bargaining Unit Faculty at the ranks of Associate Professor and Professor

The University will proceed as described in Sections 24.1 through 24.1.4, using values of $m$ and $M$ specified in rows 5 and 6 of Table A (and values of $L$ based on salaries for 2015-2016).

#### 24.4 Other Bargaining Unit Faculty at the Ranks of Associate Professor and Professor

For 2014-2015 [and 2015-2016; and 2016-2017], the minimum salary for each Bargaining Unit Faculty Member at the rank of Associate Professor or Professor to whom the provisions of Sections 24.1 through 24.1.4 [respectively Section 24.2; and Section 24.3] do not apply will be

<table>
<thead>
<tr>
<th>Year</th>
<th>Rank</th>
<th>Base Salary 1</th>
<th>Base Salary 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>2015-2016</td>
<td>Professor</td>
<td>$87,199</td>
</tr>
<tr>
<td>5</td>
<td>2016-2017</td>
<td>Associate Professor</td>
<td>$73,605</td>
</tr>
<tr>
<td>6</td>
<td>2016-2017</td>
<td>Professor</td>
<td>$90,033</td>
</tr>
</tbody>
</table>
as specified in rows 1 and 2 [respectively rows 3 and 4; and rows 5 and 6] of Table B below. Any such Bargaining Unit Faculty Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table B below will receive an increase to the annual base salary so that the final base salary equals the appropriate amount in Table B.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rank</th>
<th>Academic Year Appointees</th>
<th>Fiscal Year Appointees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2014-2015</td>
<td>Associate Professor</td>
<td>$69,044</td>
</tr>
<tr>
<td>2</td>
<td>2014-2015</td>
<td>Professor</td>
<td>$84,454</td>
</tr>
<tr>
<td>3</td>
<td>2015-2016</td>
<td>Associate Professor</td>
<td>$71,288</td>
</tr>
<tr>
<td>4</td>
<td>2015-2016</td>
<td>Professor</td>
<td>$87,199</td>
</tr>
<tr>
<td>5</td>
<td>2016-2017</td>
<td>Associate Professor</td>
<td>$73,605</td>
</tr>
<tr>
<td>6</td>
<td>2016-2017</td>
<td>Professor</td>
<td>$90,033</td>
</tr>
</tbody>
</table>

24.5 Bargaining Unit Faculty at the rank of Assistant Professor

The minimum salary for each Bargaining Unit Faculty Member at the rank of Assistant Professor will be as specified in Table AP below. Thus, any such Member whose annual base salary (as determined by a letter of appointment, the provisions of Article 23, any other provisions of this Agreement, or otherwise) would otherwise be below the level specified in Table AP below will receive an increase to the annual base salary so that the final base salary equals the appropriate amount in Table AP.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rank</th>
<th>Academic Year Appointees</th>
<th>Fiscal Year Appointees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>Assistant Professor</td>
<td>$55,604</td>
<td>$67,961</td>
</tr>
<tr>
<td>2015-2016</td>
<td>Assistant Professor</td>
<td>$57,411</td>
<td>$70,170</td>
</tr>
<tr>
<td>2016-2017</td>
<td>Assistant Professor</td>
<td>$59,277</td>
<td>$72,450</td>
</tr>
</tbody>
</table>

24.6 In the application of the formula in Section 24.1.1, if in any case the calculated value of $L$ should be greater than $m$, the parties will meet to determine the final base salary of each Member with a provisional base salary less than $M$; for each such Member, the final base salary will be greater than the provisional base salary but not more than $M$. 
Article 26
Medical, Dental and Vision Insurance
Fact Finding Proposal, University, January 30, 2018

26.1 For the duration of this Agreement, the University will provide Bargaining Unit Faculty Members with medical insurance, a prescription drug benefit, dental insurance, and vision insurance under the plans generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members’ share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 26.1 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

26.2 A summary of the program of benefits may be found on Human Resources’ website.

26.1.1 Through December 31, 2014, those plans and the benefits they provide will be substantially the same as those available to Bargaining Unit Faculty as of January 1, 2014. Through December 31, 2014, the monthly premiums paid by TET Bargaining Unit Faculty will be as those specified in the October 12, 2011—June 30, 2014 CBA for TET faculty; and the monthly premiums paid by NTE Bargaining Unit Faculty will be same as those they paid effective January 1, 2014. However, the following improvement will be effective upon execution of this agreement:

If a Member receives medical services at an in-network hospital, and is subsequently charged out-of-network co-pays, co-insurance and/or deductibles (e.g., an out-of-network physician) for services they received at the in-network hospital then the Member can submit a request to Horan for reimbursement that would render the Member’s costs to in-network rates. The only exception to the foregoing is when the Member explicitly and knowingly chooses an out-of-network provider from whom to receive a service at the in-network hospital.

26.1.2 Effective January 1, 2015, the University will offer three choices for medical insurance, all of which will include prescription drug benefits, specifically two PPO plans and one HDHP plan:
A. Anthem's "Blue Access® (PPO) - 90/10 Plan" as of January 1, 2014, but with the annual out-of-pocket maximum of $1,000/$2,000 (in-network, individual/family) or $2,000/$4,000 (non-network, individual/family);

B. Anthem's "Blue Access® (PPO) - 80/20 Plan" as of January 1, 2014, but with the annual out-of-pocket maximum of $1,750/$3,500 (in-network, individual/family) or $3,500/$7,000 (non-network, individual/family);

C. Anthem's "Lumenos Health-Savings Accounts Option 6—HDHP" as of January 1, 2014, but with the changes in HSA contributions described in Section 26.2 below.

26.1.3 If a Member receives medical services at an in-network hospital, and is subsequently charged out-of-network co-pays, co-insurance and/or deductibles (e.g., an out-of-network physician) for services they received at the in-network hospital then the Member can submit a request to Horan for reimbursement that would render the Member's costs to in-network rates. The only exception to the foregoing is when the Member explicitly and knowingly chooses an out-of-network provider from whom to receive a service at the in-network hospital.

These benefits are summarized in Appendix E.

26.1.4 Through December 31, 2014, if a Member elects coverage under the HDHP for the upcoming (2015) calendar year and the Member has a health-care flexible spending account (FSA) (see Sections 31.3 and 31.3.1), the Member must have a zero balance in his or her health-care FSA by December 15 of the current (2014) year. If any funds are in a Member's health-care FSA as of December 15, 2014 that Member will be disenrolled from the HDHP and must immediately elect another medical plan offering.

See Section 31.3.1 for additional information about health-care Flexible Spending Accounts.

26.1.5 Effective January 1, 2015, the University will continue to offer dental insurance and vision insurance with substantially the same level of benefits as were provided to Bargaining Unit Faculty on January 1, 2014, but with the following improvements to the dental coverage:

- The maximum annual benefit per patient for services other than orthodontic services is $1,250.
- The maximum lifetime benefit for orthodontic treatment for a child is $1,500.

26.2 In each of the years 2015, 2016, and 2017, for Members electing coverage under the HDHP, the University will make the following contributions to a Health Savings Account (HSA):

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$1,000</td>
</tr>
<tr>
<td>Employee and One Dependent</td>
<td>$2,000</td>
</tr>
<tr>
<td>Employee and Two or More Dependents</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

26.3 Monthly premiums for Bargaining Unit Faculty Members:

The monthly premium contributions to be paid by Bargaining Unit Faculty Members in 2015, 2016 and 2017 are shown in the tables below. These are bundled premiums covering medical
(incorporating prescription drugs), dental, and vision insurance. These premiums shall apply from January 1 through December 31 of each year. The salary ranges apply to a Member's base salary, whether an academic year base salary or a fiscal year base salary.

<table>
<thead>
<tr>
<th>Year</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015: PPO 90/10</td>
<td>$30,000-49,999</td>
<td>$50,000-74,999</td>
<td>$75,000-99,999</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>EE-only</td>
<td>$101</td>
<td>$119</td>
<td>$136</td>
<td>$154</td>
</tr>
<tr>
<td>EE+1</td>
<td>$189</td>
<td>$227</td>
<td>$265</td>
<td>$303</td>
</tr>
<tr>
<td>EE+2</td>
<td>$268</td>
<td>$323</td>
<td>$377</td>
<td>$432</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015: PPO 80/20</td>
<td>$30,000-49,999</td>
<td>$50,000-74,999</td>
<td>$75,000-99,999</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>EE-only</td>
<td>$59</td>
<td>$76</td>
<td>$94</td>
<td>$111</td>
</tr>
<tr>
<td>EE+1</td>
<td>$122</td>
<td>$160</td>
<td>$207</td>
<td>$236</td>
</tr>
<tr>
<td>EE+2</td>
<td>$181</td>
<td>$236</td>
<td>$290</td>
<td>$345</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015: HDHP</td>
<td>$30,000-49,999</td>
<td>$50,000-74,999</td>
<td>$75,000-99,999</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>EE-only</td>
<td>$42</td>
<td>$54</td>
<td>$67</td>
<td>$78</td>
</tr>
<tr>
<td>EE+1</td>
<td>$88</td>
<td>$114</td>
<td>$145</td>
<td>$165</td>
</tr>
<tr>
<td>EE+2</td>
<td>$130</td>
<td>$168</td>
<td>$205</td>
<td>$244</td>
</tr>
<tr>
<td></td>
<td>Tier 2:</td>
<td>Tier 3:</td>
<td>Tier 4:</td>
<td>Tier 5:</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>2016: PPO</td>
<td>$30,000-</td>
<td>$50,000-</td>
<td>$75,000-</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>90/10</td>
<td>$49,999</td>
<td>$74,999</td>
<td>$99,999</td>
<td></td>
</tr>
<tr>
<td>EE-only</td>
<td>$105</td>
<td>$123</td>
<td>$142</td>
<td>$160</td>
</tr>
<tr>
<td>EE+1</td>
<td>$199</td>
<td>$239</td>
<td>$278</td>
<td>$318</td>
</tr>
<tr>
<td>EE+2</td>
<td>$284</td>
<td>$342</td>
<td>$400</td>
<td>$458</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016: PPO</td>
<td>$30,000-</td>
<td>$50,000-</td>
<td>$75,000-</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>80/20</td>
<td>$49,999</td>
<td>$74,999</td>
<td>$99,999</td>
<td></td>
</tr>
<tr>
<td>EE-only</td>
<td>$62</td>
<td>$79</td>
<td>$97</td>
<td>$116</td>
</tr>
<tr>
<td>EE+1</td>
<td>$128</td>
<td>$168</td>
<td>$218</td>
<td>$247</td>
</tr>
<tr>
<td>EE+2</td>
<td>$182</td>
<td>$250</td>
<td>$307</td>
<td>$366</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016: HDHP</td>
<td>$30,000-</td>
<td>$50,000-</td>
<td>$75,000-</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td></td>
<td>$49,999</td>
<td>$74,999</td>
<td>$99,999</td>
<td></td>
</tr>
<tr>
<td>EE-only</td>
<td>$43</td>
<td>$56</td>
<td>$69</td>
<td>$81</td>
</tr>
<tr>
<td>EE+1</td>
<td>$92</td>
<td>$119</td>
<td>$153</td>
<td>$173</td>
</tr>
<tr>
<td>EE+2</td>
<td>$138</td>
<td>$178</td>
<td>$218</td>
<td>$258</td>
</tr>
</tbody>
</table>
26.3.1 Pursuant to Ohio House Bill 1, a Member who chooses to cover an unmarried adult-child (or children) from age of 26 and up to the end of the month the child turns age 28 shall pay the following additional after-tax monthly premium contribution per covered adult-child; these additional after-tax monthly premium contributions shall be paid during the calendar years (January 1 through December 31):

<table>
<thead>
<tr>
<th>Tier-2:</th>
<th>Tier-3:</th>
<th>Tier-4:</th>
<th>Tier-5:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017: PPO $30,000-</td>
<td>Tier-3:</td>
<td>Tier-4:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>80/10</td>
<td>Tier-3:</td>
<td>Tier-4:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>EE-only</td>
<td>$109</td>
<td>$128</td>
<td>$147</td>
</tr>
<tr>
<td>EE + 1</td>
<td>$209</td>
<td>$250</td>
<td>$292</td>
</tr>
<tr>
<td>EE + 2</td>
<td>$301</td>
<td>$363</td>
<td>$423</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tier-2:</th>
<th>Tier-3:</th>
<th>Tier-4:</th>
<th>Tier-5:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017: PPO $30,000-</td>
<td>Tier-3:</td>
<td>Tier-4:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>80/20</td>
<td>Tier-3:</td>
<td>Tier-4:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>EE-only</td>
<td>$64</td>
<td>$82</td>
<td>$101</td>
</tr>
<tr>
<td>EE + 1</td>
<td>$135</td>
<td>$176</td>
<td>$228</td>
</tr>
<tr>
<td>EE + 2</td>
<td>$203</td>
<td>$265</td>
<td>$326</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tier-2:</th>
<th>Tier-3:</th>
<th>Tier-4:</th>
<th>Tier-5:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017: HDHP $30,000-</td>
<td>Tier-3:</td>
<td>Tier-4:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
<td>Tier-5:</td>
</tr>
<tr>
<td>EE-only</td>
<td>$45</td>
<td>$59</td>
<td>$72</td>
</tr>
<tr>
<td>EE + 1</td>
<td>$96</td>
<td>$125</td>
<td>$160</td>
</tr>
<tr>
<td>EE + 2</td>
<td>$146</td>
<td>$189</td>
<td>$230</td>
</tr>
</tbody>
</table>

26.4 Eligible dependents for purposes of health care coverage are the Member's spouse; the Member's domestic partner; the unmarried child including a stepchild or adopted child of the Member; or the Member's spouse or domestic partner, or for whom the Member, the Member's spouse or the Member's domestic partner is the legal guardian. Determination of dependent eligibility shall be consistent with criteria used beginning January 2007.

26.5 The University is committed to providing problem-solving support services for faculty through the adopted health care coverage. If a situation occurs, the Member should contact the
dedicated Anthem service representative via the phone numbers listed on the back of their insurance card. If further assistance is still needed, the WSU’s benefits consultant, Horan, is available to assist. And, if still unresolved, a member of the Human Resources Benefit team will assist with next steps.

26.7 If the University is considering a change in plan administrators or insurance carriers, the AAUP-WSU will be given an opportunity to suggest criteria for RFPs. In the event that the University solicits RFPs, the AAUP-WSU will be given an opportunity to recommend to the University which proposals should be accepted or rejected. The AAUP-WSU acknowledges that such decisions are often made in a very short time frame and agrees to respond promptly with its recommendations so that the University’s processes are not delayed.
Article 27
Life and Disability Insurance
Fact Finding Proposal, University, January 30, 2018

27.1 For the duration of this Agreement, the University will provide Bargaining Unit Faculty Members with life insurance, accidental death and dismemberment insurance, and long term disability insurance under the plans generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members’ share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 27.1 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

Life Insurance. For the duration of this Agreement, the University will provide, at no cost to the Bargaining Unit Faculty Member, term life insurance in an amount equal to 2.44 times the Bargaining Unit Faculty Member’s annual base salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Bargaining Unit Faculty Member’s annual base salary for those Members with fiscal year appointments, with a maximum limit of $400,000 for all academic and fiscal Members.

27.2 Accidental Death and Dismemberment Insurance. For the duration of this Agreement, the University will provide, at no cost to the Bargaining Unit Faculty Member, accidental death and dismemberment insurance in an amount equal to 2.44 times the Bargaining Unit Faculty Member’s annual base salary for those Members with academic year appointments, and in an amount equal to 2.00 times the Bargaining Unit Faculty Member’s annual base salary for those Members with fiscal year appointments, with a maximum limit of $400,000 for all academic and fiscal Members.

27.3 Long-Term Disability Insurance. For the duration of this Agreement, the University will provide, with no premium contribution by the Bargaining Unit Faculty Member, long-term disability insurance. This coverage pays a disability income benefit beginning after six months of total disability. The benefit amount is equal to 60 percent of a Bargaining Unit Member’s monthly earnings (with a maximum benefit of $10,000 per month) less any income benefits payable by STRS, Social Security, or Workers’ Compensation. In addition, the plan contributes 10 percent of the Member’s usual monthly earnings to a retirement annuity during each month the Member receives group disability benefits. The value of this annuity contract is payable on a lifetime income basis when monthly disability benefits cease or when disability ends.

The parties TA’d (tentatively agreed to) this article 27 on February 1, 2018. To see the TA’d article, visit http://www.wright.edu/administration/aaup/nego/FF/27-TA'd-2018.02.01(OCR).pdf
Article 31
Other Benefits
Fact Finding Proposal, University, January 30, 2018

31.1 Tuition and Fee Remission. The University will provide Bargaining Unit Faculty Members the same program of tuition and fee remission as that generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 31.1 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

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.
- 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 as generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members’ share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 31.3 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

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 2½ 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 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 spaces and permits for Bargaining Unit Faculty Members as generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members’ share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 31.4 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

(B permits) at no more than $180 for calendar year 2015, $190 for calendar year 2016, and $200 for calendar year 2017. 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 purchase individual or family memberships to the Fitness Center for a fee to be set by the University. 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 will provide Bargaining Unit Faculty Members the same Wellness program as that generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 31.5.2 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

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 and, except under extraordinary circumstances, at least two months before the beginning of the semester(s) when teaching relief is sought. Extraordinary circumstances include, but are not limited to, short notice of adoption or premature birth. 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.

31.6.1.3 Parental Teaching Relief will be granted if requested by a Member who meets the requirements for eligibility and timeliness.

31.6.1.4 Members are not eligible for overload teaching assignments during semesters when they are receiving reductions in their teaching as parental teaching relief.

31.6.1.5 Members who take parental teaching relief in their first year at Wright State and elect to not return for a second year may be required to reimburse the University for the full cost of replacing their teaching assignments.

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. The University will provide Bargaining Unit Faculty Members the same program of Adoption Assistance as that generally provided to the employees of the University, and on the same terms and conditions on which those benefits are generally provided to employees of the University.

The University, in its discretion, may modify such benefits, the University and Bargaining Unit Faculty Members share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the University.

If the University decides to change or modify the benefit plan(s) consistent with Section 31.7 above, the University will inform the Union forty-five (45) days prior to the effective date of the new benefits and provide the Union an opportunity to meet and confer regarding such changes or modifications before the effective date.

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.)
Appendix H
Side Letter on Summer Teaching Assignments
Fact Finding Proposal, University, January 30, 2018

The provisions below apply to TET Bargaining Unit Faculty for summer teaching in 2015, and they apply jointly to TET and NTE Bargaining Unit Faculty for summer teaching in subsequent summers.

Department chairs and the Deans of Lake Campus and the College of Nursing and Health will distribute to all Bargaining Unit Faculty Members in their academic units a schedule of summer teaching assignments.

If a Member who is scheduled to teach one or more summer courses notifies the department chair with a copy to the dean in writing within one week of receiving this schedule that he or she wants to teach a course section of equal or fewer credit hours that she or he is qualified to teach and that has been assigned to a non-Member, the University will either

(a) reassign that Member to teach the requested class;
or
(b) reassign that Member to another class to which the Member agrees;
or
(c) compensate the Member according to the enrollment generated in the requested class or in the class actually taught, whichever is greater, pursuant to Section 23.6, unless the Member elects not to teach the class to which he or she is assigned.

The foregoing provisions will also apply if the Member notifies the Dean that he or she wishes to teach a course section of more credit hours, provided the total number of credit hours that would then be taught does not exceed six (6) semester hours that Summer, pursuant to Section 7.8.1 of the CBA.

The university’s obligations described above to an individual Member will have been satisfied if each section requested by the Member is re-assigned to any one Bargaining Unit Member.

The University has the right to reassign Members from under-enrolled classes to classes that have adequate enrollment.

The university has no obligation to honor requests for schedule changes that are submitted more than one week after the schedule is distributed.

This Agreement does not alter in any way the number of courses or credit hours available to any individual Member pursuant to Section 7.8.1.

The intent of the foregoing provisions is to ensure that the summer teaching opportunities identified in Section 7.8.1 are not diminished by assignment of classes to non-Bargaining Unit Faculty. Should either party believe that such opportunities have been so diminished, the University and AAUP-WSU will meet to discuss and resolve the matter.
Appendix I

Furlough

Fact Finding Proposal, University, January 30, 2018

Bargaining Unit Faculty Members may be furloughed on a non-permanent basis as a result of any of the following circumstances: a financial exigency (where severe financial problems exist which threaten the University’s ability to maintain its academic operations at an acceptable level of quality); or to avoid the declaration of fiscal watch; or pursuant to a financial recovery plan under fiscal watch, all at the University’s discretion.

The University shall provide a statement of explanation to the AAUP-WSU regarding a potential furlough and which employees are expected to be subject to a furlough. The University may update such statement and list of employees as needed.

Bargaining Unit Faculty Members will only be furloughed if a furlough is first or simultaneously implemented for other University employees (either faculty or staff) who are not represented by collective bargaining. Bargaining Unit Faculty Members subject to furlough will be treated in a manner consistent with other University employees (either faculty or staff) who are not represented by collective bargaining.

Each dean will develop procedures for implementing furloughs in a manner that does not interrupt academic and administrative functions of the college, at the University’s discretion.

This provision will be in effect only through June 30, 2020.
Appendix E
Summary of Medical, Dental, and Vision Benefits
Fact Finding Proposal, University, January 30, 2018

A summary of the program of medical (including prescription), dental, and vision insurance may be found on Human Resources’ website.
Appendix J
Retirement Incentive Program
Fact Finding Proposal, University, January 30, 2018

Tenured and Continuing Bargaining Unit Faculty members who retire effective January 1, 2018 through December 31, 2020 will be eligible for post-retirement employment as follows:

The employment will be for a total of no more than three academic years (Fall and Spring Semesters), commencing with the first Fall Semester after the Member’s retirement date.

The Member must announce his or her intent to retire and apply for the retirement incentive in writing no later than April 1 to be eligible for post-retirement employment beginning that Fall Semester. Acceptance is automatic if the qualified Member submits a written request by the April 1 deadline.

Once retired, faculty are not eligible to apply for the retirement incentive.

A retiree who participates in the retirement incentive program will be assigned to teach a minimum of six and up to twelve credit hours per academic year, at the discretion of the University; provided however, agreements with Matrix faculty will be offered teaching assignments pro-rata/proportional to their most recent workload before retirement. With the mutual consent of the retiree and the University, the assigned teaching can be distributed differently between the Fall and Spring semesters.

During the first year of post-retirement employment the retiree will be paid 1/36th of his or her academic year base salary at the time of retirement for each credit hour taught, up to 12 credit hours per year. Members with fiscal appointments in their final year before retirement will be paid based on the academic equivalent, or 9/11ths of their fiscal base salary at the time of retirement.

During the second and third years of the post-retirement employment, the retiree’s salary will be increased by the average amount of across the board and merit increases awarded to non-bargaining unit faculty members.

By mutual agreement between the University and the retiree, any or all of the teaching assignments can be replaced with comparable administrative, service or research duties. Neither the University nor the individual retiree has any obligation to agree to any alternative assignment or to explain a refusal of the other’s proposal to substitute administrative, service or research duties for teaching assignments.

The retiree can end the retirement incentive agreement prior to its agreed upon end date if he/she notifies the University by April 1st before the start of the academic year.

After electing into the program, but before the retirement date, the parties will enter into a Retirement Incentive Program Agreement setting forth any additional terms and conditions.