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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY CHAPTER OF THE OHIO EDUCATION ASSOCIATION

2008 – 2011

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ARTICLE 1
PREAMBLE

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

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

1.2: Shared Governance Task Force: The parties mutually agree that it is in the best interests of the institution to establish a system of shared governance that applies to all areas of the University. To that end, a task force shall be formed to address all issues related to shared governance. This Task Force shall review models of shared governance in use at other universities. It shall propose a model to be adopted by YSU upon the ratification by the respective bargaining units and the Board of Trustees. Each bargaining unit shall be invited to appoint two representatives, Student Government shall be invited to appoint two representatives, and the Administration shall appoint seven representatives. Appointments to this Task Force shall be made no later than October 1, 2008. The recommendation of the Task Force shall be presented in writing to the Executive Committees of each collective bargaining unit and to the Board of Trustees no later than 24 months following the appointments to the Task Force.

ARTICLE 2
RECOGNITION AND SCOPE OF UNIT

2.1: Exclusivity: The Administration recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit described below. Exclusive recognition means that the Administration will not deal with any other organization or any individual in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts. The parties agree to cooperate with each other in the administration and the enforcement of this Agreement.

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

- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duty is teaching and/or scholarship, which includes faculty on Term and Degree Completion appointments and faculty on prorated contracts because the effective date of appointment falls within the academic year.
- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duties include both teaching and directing or coordinating academic activities and/or programs.
- Individuals with earned faculty rank on contract and attached to academic departments, whose primary duties include both teaching and performing non-supervisory administrative assignments.

2.3: Exclusions: The bargaining unit shall not include the following:

- part-time faculty members;
- heads/directors of non-academic departments or programs;
- chairpersons of academic departments;
- administrators at the level of department chairpersons and above, including but not limited to the Director of Dana School of Music, assistants to the deans, assistant and associate deans, deans, assistant and associate vice presidents, vice presidents, assistants to the president, and the president;
- full-time athletic coaches;
- faculty serving on Extended Teaching Services (ETS) under the provisions of Article 16;
- the Director of Faculty Relations.

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

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

ARTICLE 3
TERM OF AGREEMENT

3.1: Term: This Agreement is effective at midnight on August 18, 2008, and shall expire at 11:59 p.m. on August 17, 2011.

3.2: Successor Agreement: On or before January 15, 2011, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than March 1, 2011, to negotiate with respect to a successor Agreement.

ARTICLE 4
SALARIES, SALARY INCREMENTS, AND RATES OF PAY

4.1: Salary Minima for Ranks: There shall be four (4) ranks among the full-time teaching faculty. For the life of the 2008-2011 Agreement, each rank shall have a salary minimum for 9-month contracts as follows:

	2008-2009	2009-2010	2010-2011
Professor	71,330	73,470	75,674
Associate Professor	60,529	62,345	64,215
Assistant Professor	49,248	50,233	51,238

Instructor	37,184	37,928	38,689

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

For the 2008-09 academic year, the increase shall be the sum of the following:

(a) 2.5% of the 2007-08 base salary

(b) A by-rank equity adjustment of

$1800 for Professors
$1600 for Associate Professors
$900 for Assistant Professors
$600 for Instructors

(c) For members of the bargaining unit whose initial appointment was on or before June 1, 2005, a longevity increase of $50 per year for the number of full academic years of paid service as a member of the bargaining unit or department chairperson.

(d) For Full Professors with eight or more years in rank, $50 per year in rank.

For the 2009-10 academic year: 3.5% of the 2008-09 base salary.

For the 2010-11 academic year: 3.5% of the 2009-10 base salary.

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

4.2b: STRS "Salary Reduction Pick-Up": The University will continue the STRS "Salary Reduction Pick-Up" implemented on September 15, 1984. This means that the University will continue to reduce each faculty member's salary by the amount of the STRS employee contribution and with the amount of salary reduced, pay the employee's contribution as an employer's contribution to STRS.

The "Salary Reduction Pick-Up" will be uniformly applied to all members of the bargaining unit as a condition of employment and will be uniformly applied to all payments made by the University to all members of the bargaining unit. If subsequent changes in STRS regulations, state or federal law, or governing state or federal tax regulations nullify the "Salary Reduction Pick-Up," the "Salary Reduction Pick-Up" will cease in accordance with the revised regulations or law, and the University will have no residual obligation to members of the bargaining unit related to the "Salary Reduction Pick-Up." The Salary Ranges specified in Article 4.1 above shall apply to faculty salaries before the application of the STRS "Salary Reduction Pick-Up." The "Salary Reduction Pick-Up" shall be applied to any other payments made by the University during the term of this Agreement, excluding Distinguished Professorship Awards.

4.2c: Alternative Retirement Program (ARP): For faculty members selecting the ARP implemented January 1, 1999, the University shall reduce their salary to 90% of stated contract salary and shall contribute 10% of their salary to the ARP on their behalf. The University shall also contribute a designated amount to the ARP as well as the mandatory contribution to STRS.

4.2d: Market-Based Salary Equity Adjustments: The Administration and Association shall jointly appoint a committee to study market-based salary inequities and shall have a fund of $100,000 with which to make individual adjustments that shall take effect for the 2010-11 academic year. The committee will consist of five members. The Administration will appoint two members and the Association will appoint two members. The fifth member will be appointed by the committee and will serve as chairperson. The committee will make its report to the joint negotiations team by April 15, 2010.

4.3: Promotion: During the term of this Agreement, each person who is promoted in academic rank shall receive a salary increase as follows:

For promotion from Assistant Professor to Associate Professor:

$3200 for those promoted during the 2008-09 academic year
$3400 for those promoted during the 2009-10 academic year
$3600 for those promoted during the 2010-11 academic year

For promotion from Associate Professor to Professor:

$4500 for those promoted during the 2008-09 academic year
$4800 for those promoted during the 2009-10 academic year
$5100 for those promoted during the 2010-11 academic year

4.4: Distinguished Professorship Awards: Each year, up to twenty-four (24) persons shall be selected as Distinguished Professors. These shall be allocated as follows: six on the basis of excellence in teaching, six on the basis of excellence in scholarship, six on the basis of excellence in public service, and six on the basis of excellence in University service. Any unfilled slots in these categories may be used in another category at the discretion of the selection committee, described below.

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

Recipients shall be selected by a seven (7) member committee appointed by and chaired by the provost. Four members of the committee shall be co-selected by the provost and the president of the Association, one on the basis of excellence in teaching, one on the basis of excellence in scholarship, one on the basis of excellence in public service, and one on the basis of excellence in University service. These four selectees shall be faculty members in the bargaining unit and, by virtue of their selection as committee members, shall be award recipients.

Eligibility for Distinguished Professorship awards shall be restricted to faculty members in the bargaining unit and department chairpersons. Faculty on Term contracts for fewer than five years or Visiting contracts are not eligible for Distinguished Professorship Awards. Candidates for the award shall be nominated by a student, faculty member, department chairperson, or dean. Such nominations shall be made on a form available in the office of the provost. Written justification for the nomination must be attached to the form. The chairperson shall be notified by the provost of those faculty in his/her department who have been nominated and shall be given the opportunity to make recommendations upon those individual nominations. Recipients shall receive a cash award of $2,000 before June 1 of the academic year in which he or she was selected. There are no restrictions on the number of times an individual may receive the award.

No later than September 1, 2008, the Administration and the Association shall jointly create a study group on merit pay and on the Distinguished Professorship Award. The study group shall consist of two people appointed by the Administration, two people appointed by the Association, and a fifth person chosen by the other four appointees to serve as chair of the study group. The charge of the study group shall be to examine and analyze methods of merit pay in use elsewhere; to reevaluate the current process for determining Distinguished Professorship Awards; to evaluate the amount and method of payment of Distinguished Professorship Awards; and to submit its findings and recommendations to the joint Negotiating Teams by no later than September 1, 2009. Changes to the procedures used for the Distinguished Professorship Award may be adopted and implemented by memorandum of understanding. Proposals for other forms of merit pay, if any, may be adopted if specifically ratified by vote of the bargaining unit and by the Board of Trustees.

4.5: Summer Assignments:

1. General: Summer teaching assignments within a department shall generally be offered on a rotating basis so that all full-time members of the department may have summer teaching opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching. Excluded from and outside of the rotational assignment of summer teaching opportunities shall be the assignment of one (1) course in each department each summer, which shall be assigned to the chairperson. Additional summer teaching opportunities shall be available to the chairperson on the basis of the rotational system described in this Article, with the chairperson receiving an equal opportunity within the rotational system. The chairperson's total teaching assignment in the summer shall not exceed the highest number of teaching hours (TH) assigned to a full-time faculty in the department.

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

2. Summer teaching assignments shall be offered to full-time faculty over part-time faculty.

3. Written notice of assignment to summer teaching will be sent to the faculty on or about March 1 of each year; if the faculty member plans to accept the assignment, he/she shall notify the Administration within two weeks after receipt of the notice of assignment. Formal contracts will be provided to faculty by the end of the second week classes are in session.

4. a. Faculty teaching undergraduate courses with enrollment of 13 or more as of 6:00 a.m. on the first day of the class shall receive .0375 of his/her 9-month salary of the previous academic year for each TH.

b. Faculty teaching undergraduate courses with enrollment of 10, 11, or 12 as of 6:00 a.m. on the first day of the class shall be paid according to the following formula: pay = (N/13)(TH)(.0375)(S), where pay is the amount of compensation the faculty member will receive for the course, N is the number of students enrolled in the course at 6:00 a.m. on the first day of the class, TH is the number of workload hours assigned to the course and S is the faculty member's 9-month salary in the previous year.

c. Undergraduate courses with enrollment of 9 or fewer as of 6:00 a.m. on the first day of the class may be canceled or compensated as a conference course. If the course is offered, faculty shall be paid according to the following formula: pay = (2/3)(TH)(.0375)(S). Courses can be canceled at the discretion of the administration up until the first day of the summer session.

d. Faculty teaching graduate classes and graduate/undergraduate swing classes with enrollment of 9 or more as of 6:00 a.m. on the first day of the class shall receive .0375 of his/her 9-month salary of the previous academic year for each TH.

e. Faculty teaching graduate or swing courses with enrollment of 7 or 8 as of 6:00 a.m. on the first day of the class shall be paid according to the following formula: pay = (N/9)(TH)(.0375)(S), where pay is the amount of compensation the faculty member will receive for the course, N is the number of students enrolled in the course as of 6:00 a.m. on the first day of the class, TH is the number of workload hours assigned to the course and S is the faculty member's 9-month salary in the previous year.

f. Graduate or swing courses with enrollment of 6 or fewer as of 6:00 a.m. on the first day of the class may be canceled or compensated as a conference course. If the course is offered, faculty shall be paid according to the following formula: pay = (2/3)(TH)(.0375)(S). Courses can be canceled at the discretion of the administration up until the first day of the summer session.

g. Summer courses that are compensated as conference courses are to be scheduled at times and dates that are mutually convenient to the instructor and students.

h. For undergraduate classes with enrollment less than 13 and graduate/swing classes with enrollment less than 9 students the department chair will notify the assigned faculty member that the pay for the course could be less than .0375 of his/her 9-month salary of the previous academic year for each TH. The chair must notify the faculty member in writing of the possibility of reduced pay no less than two weeks before the start of the summer session. The faculty member shall indicate in writing whether he or she accepts or declines to teach the course at this time. If he or she declines, the course will be offered to other faculty in the department according to the rotation system in place.

i. For courses in which WH is already enrollment-defined on a per capita basis, the above formulae do not apply.

5. Faculty members will be paid at the overload rate of $1,250 for any TH greater than six (6) during a single six-week term, or greater than none (9) during an entire summer. Upon the approval of the college dean and provost, external grant funding will not affect these limits.

4.6: Initial Appointment: An individual may be appointed at a salary and academic rank appropriate to his/her experience and qualifications as determined by the Administration, with due consideration of the rank, salary, and qualifications of other faculty members in the department. If a member of the bargaining unit who is serving on a Term or Degree Completion appointment receives an appointment to a regular faculty position, he/she may be granted a new 9-month salary appropriate to the regular faculty position to which he/she is appointed.

4.7: Overload Pay: A faculty member who is assigned and completes an overload assignment as defined in Article 13 (Workload Activities) shall be paid $1250 for each WH of overload performed. If a faculty member receives or is included in a grant from a source outside the University as a result of a grant proposal request approved in advance by the Administration, and if the approved grant provides for an overload payment rate greater than $1250 for each WH of overload performed, the higher rate of pay shall govern, providing the higher rate conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. Payment will be made on the last payday of the academic year in which the overload was completed. Reassigned time that has been properly approved by the dean and the provost does not preclude overload payment.

4.8: Salaries for Faculty on Grants: If a faculty member receives a grant from a source outside the University as a result of a grant proposal/request approved in advance by the Administration, and if the approved grant provides for a 9-month salary or any fractional part of the 9-month salary to be higher than the faculty member's regular salary or for summer pay higher than the rate of summer pay established by Article 4.6(5), the higher salary or rate of pay shall govern, providing the higher salary or rate of pay conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. The higher salary or rate of summer pay shall last only for the duration of the grant; at the termination of the grant-supported activity, the faculty member's salary shall revert to the level it would have been if the individual had not been awarded the grant. The higher salary or rate of pay shall be contingent upon actual receipt by the University of grant funds approved by the granting authority to support the salary or pay differential and fringe benefit costs related thereto.

4.9: Certification Deficiency: If an individual appointed to the faculty during the term of this Agreement lacks the certification, training, education, or experience required for the conferral of tenure, the University's expectations shall be specified in writing in the transmittal letter of initial appointment. Such formal requirements will not be modified during the faculty member's probationary service, unless a change is agreed to mutually and reduced to writing.

4.10: Externally Funded Chairs: For faculty members who are appointed to an externally funded chair, the provisions of Article 4.1 shall not apply, and the salary increases specified in Article 4.2 shall be minimum increases.

4.11: Intra-University Transfer: A member of the bargaining unit is entitled to apply for a position in any academic department, except his/her own, without being required to resign. An individual who applies for a position in an academic department, who is offered the position, and who agrees to accept the offer shall be considered as having voluntarily transferred; and he/she shall retain his/her tenure and all years of service, including the year of application. The individual shall receive the salary of the new position; there shall be no decrease in salary or rank.

4.12: Faculty Supplement for International Field Classes: Full-time faculty engaged in teaching regular for-credit YSU courses at international sites shall be subject to all applicable Agreement provisions (syllabus, office hours, returning graded work to students, etc.). Faculty shall be subject to University regulations regarding flexibly scheduled classes (if applicable). Faculty shall be free to accept or reject such teaching assignments without prejudice. Should the international field course trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.7. In addition to overload pay (if applicable), participating faculty members shall receive supplemental pay of up to a maximum of $1000 per course. The exact amount shall be determined jointly by the faculty member and the Administration. Factors that may be considered in determining the amount include duration of foreign travel, credit hours of the course, and number of students enrolled.

ARTICLE 5
INSURANCE BENEFITS

5.1 Summary of Coverage: All group insurance benefits provided in the predecessor Agreement and described in the health, dental, and life insurance booklets, shall be continued for members of the bargaining unit and their dependents except as expressly identified within this Agreement. Dependents are

spouses or domestic partners (as defined in Appendix A) and unmarried, financially dependent children to age 25. For the duration of this Agreement, members of the bargaining unit will not have fewer than three group health insurance plans from which to choose. Except as provided in this article, the benefits under each plan shall remain equivalent to or better than those provided in the certificates that are in place , in Appendix J of the predecessor Agreement. Members of the bargaining unit will annually have the right to choose one of the plans during the open enrollment period established by the University. For the duration of this Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plans) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.

For purposes of salary deduction toward insurance premium, families in which both spouses/domestic partner are employed by YSU have the option either to be treated as only one employee with family coverage or to select individual coverage and for each to pay the single salary share for premium.

New employees shall receive at no charge booklets listing and explaining all insurance benefits and conditions. Benefits shall be no less than those described in the booklet that applies to the effective date of the Agreement. Continuing employees shall receive such booklets at no charge upon request or as necessitated by changes in the insurance program.

Health Care Budgets: The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Task Force.

The university shall establish funding in a dedicated account for a Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Task Force. The program shall include incentives for employees to participate in the program. In FY 2009 the university shall fund the Wellness Program for all university employees and their dependents at $300,000; in FY 2010 at $350,000, and in FY 2011 at $400,000. Faculty members are entitled to a pro-rated portion of the amounts noted for all employees.

Savings to the health care plan resulting from recommendations made by the Health Care Advisory Task Force after ratification of this agreement shall be deposited into a separate dedicated account to be used for plan enhancements. The account balance will carry forward from fiscal year to fiscal year. Enhancements may not actuarially exceed the resources available within this account. Savings from administrative changes due to self-funding, fee reductions, and stop-loss improvements will not be included in this category.

5.1a Premium Sharing: For the duration of the Agreement, members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will contribute 1.5% of their base salary for a family plan or .75% of their base salary for a single plan as health insurance premium sharing.

5.1b Office Visit Co-Pay: For the duration of the Agreement, the co-pay for office visits will be $10.00 per visit. Office visits exempt from co-pay shall remain exempt for the duration of the Agreement.

5.2 Dental Coverage: For the duration of this Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefit levels not less than those in the predecessor Agreement.

5.3 Life Insurance – Retiree Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the

carrier as of the date of their retirement (rounded to the nearest multiple of $1,000) to a maximum of $75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.4 Annual Physical: Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician whether billed as medical or routine. A medical diagnosis shall not prevent full payment.

5.5 Prescription Coverage: Effective January 1, 2006, the University will maintain a prescription drug program, subject to the following:

1. For generic drugs, there shall be no employee co-pay.

2. For brand-named formulary drugs, the employee co-payment shall be the full cost or $17, whichever is less, for up to a 30-day supply and shall be the full cost or $25, whichever is less, for a mail-in 90-day supply.

3. For brand-named non-formulary drugs, the employee co-payment shall be the full cost or $35, whichever is less, for up to a 30-day supply and the full cost or $50, whichever is less, for a mail-in 90-day supply.

4. The maximum annual out of pocket expenses for prescriptions shall be $700 for single employees and $1,400 for families. The employee is responsible for maintaining receipts and, after reaching the maxima, will submit them as documentation to Human Resources on a quarterly basis to receive reimbursement.

5. Maintenance medications shall only be purchased by mail through the University's provider.

5.6 Life Insurance – Active: The University will provide at no cost to the active bargaining unit employee, term life insurance in an amount equal to two and one-half (2-1/2) times the bargaining unit employee's annual contract salary, up to a maximum of $250,000. Faculty members may waive insurance coverage in excess of $50,000.

5.7 Second and/or Third Medical Opinions: For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, before surgery for hemorrhoidectomy, herniorrhaphy, cholecystectomy, cataract extraction, meniscectomy, tonsillectomy/ adenoidectomy, submucous resection, transurethral resection/prostate, laminectomy, hysterectomy, total knee replacement, or total hip replacement. If the Second Opinion differs from the First Opinion, the bargaining unit member or covered dependent may choose to obtain a Third Opinion. The cost of the optional Second Opinion and/or Third Opinion shall be covered by the University.

5.8 Right to Alter Carriers: The University has the right to self insure or change carriers as it deems appropriate, providing that the affected benefits remain comparable, but no less than present levels.

5.9 Vision Care: For the duration of this Agreement, the University will provide a vision care plan for members of the bargaining unit and their dependents with benefit levels not less than those in effect as in the predecessor Agreement.

5.10 Health Care Advisory Task Force (HCATF): The University and the Association support the continuance of the University Health Care Advisory Task Force, consisting of two (2) representatives from the University and two (2) representatives from the Union. The charge of the committee is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefit levels. The HCATF shall review

matters relative to financial performance, vendor selection, plan design, plan performance, aggregate statistics, etc., of the healthcare plan. During the term of this Agreement, and in order to be responsive to the dynamic environment of healthcare, the HCATF shall coordinate the administration of the Wellness Program and make recommendations to the Board of Trustees regarding cost-neutral plan design changes intended to enhance the benefit plan or support the Wellness Program. The Association representatives to the HCATF shall consult membership prior to proceeding with such recommendations. The recommendations shall be determined to be cost-neutral (not increase the overall expected liability of the plan) by an independent certified actuary or benefits consultant, as applicable. Further, such recommendations shall pertain to matters that would only otherwise be subject to collective bargaining. If approved by the Board of Trustees, a memorandum signed by the Association President and the University designee shall be executed implementing such recommendations as if ratified by the bargaining unit.

5.11 Long-Term Disability Benefit Policy: For the duration of this Agreement, the University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under Ohio State Teachers Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

5.12 Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125 and premium pass-through benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit and shall not increase for the duration of this Agreement. Employee contributions under Section 125 shall also be made by payroll reduction. An individual selecting this plan shall participate in the plan from January 1 to December 31.

ARTICLE 6
SABBATICALS AND FACULTY IMPROVEMENT LEAVES

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

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

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

The faculty member's fringe benefits, STRS status, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. The restrictions on leave-related income shall not apply to income used by the faculty member to offset leave-related expenses; faculty members who have such income offsets shall file a report with the Administration, providing auditable documentation of leave-related income and offsets, within thirty (30) days following return from a Sabbatical or Faculty Improvement Leave. Provisions of Article 25.4 apply to non-leave related income for faculty on Sabbatical/FIL.

6.2: Duration, Pay, and Number: An individual may be granted a Sabbatical for a given academic year or a Faculty Improvement Leave for a single term during the regular academic year. Individuals granted leaves during the term of this Agreement shall receive 100% of regular salary during the leave period. The Administration shall budget funds for ten (10) Sabbaticals and sixteen (16) Faculty Improvement Leaves for each of the years during which leaves granted under this Agreement will be taken. At its discretion, the Sabbatical/FIL committee may recommend reallocation of the 10 Sabbaticals and 16 FILs, based on the nature of the applications reviewed.

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

To be eligible for a Sabbatical leave, a member of the bargaining unit must meet the following two conditions:

- seven complete academic years of service performed at YSU since joining the full-time faculty or since the completion of any previous Sabbatical, and
- three complete academic years of service performed at YSU since the completion of any previous Faculty Improvement Leave.

To be eligible for a Faculty Improvement Leave, a member of the bargaining unit must have completed three academic years of service at YSU since joining the full-time faculty or since the completion of any previous Faculty Improvement Leave or Sabbatical.

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

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

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

The provost may approve additional Sabbatical and Faculty Improvement Leaves beyond these departmental limits when he/she determines that the needs of the department can still be met. For this calculation, the number of persons in any given department shall be the number of bargaining unit members under contract in that department as of the 15th day of the Fall Term of the academic year of application. The Administration shall make every reasonable effort to secure qualified temporary staff to cover a faculty member's responsibilities during a year for which he/she is approved for leave. Only if

this effort fails shall the Administration defer a leave on the grounds that the faculty member's services are essential. Approved Sabbaticals or Faculty Improvement Leaves may only be deferred for up to one (1) year, or at the option of the faculty member, up to two (2) years. Any such deferred leave shall not be counted against the following years' allotment of ten (10) Sabbaticals and sixteen (16) FILs.

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

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

6.5: Procedures: An applicant for leave under the provisions of this Article shall complete an Application for Sabbatical or Faculty Improvement Leave as provided by the Office of Human Resources and submit the form to his/her chairperson no later than March 1 of the academic year two years preceding the academic year of proposed leave. If an applicant for a Sabbatical or Faculty Improvement Leave receives additional information relevant to his/her application after having applied, he/she may forward that information to the provost for transmission to the Sabbatical/Faculty Improvement Committee, provided the information is given to the provost no later than April 1.

The applicant shall indicate whether he/she wishes either a Sabbatical or a Faculty Improvement Leave. If the applicant seeks a Sabbatical but feels that the activities proposed could be modified to accommodate a Faculty Improvement Leave, he/she may submit separate requests for a Sabbatical and a Faculty Improvement Leave. Applicants for Faculty Improvement Leaves shall indicate the semester for which they seek the leave and if they will accept a leave if granted for the other semester. The department chairperson shall review all requests, shall make a written recommendation on each, shall forward all requests to the dean no later than March 15, and shall provide a copy of the recommendation to the applicant.

The Sabbatical/Faculty Improvement Leave Committee shall be named no later than March 15. No later than April 1, the dean shall forward all applications with his/her recommendations, to the Sabbatical/Faculty Improvement Committee and shall provide a copy of the recommendation to the applicant.

The Sabbatical/Faculty Improvement Committee shall consist of seven (7) individuals. The provost shall appoint four (4), two (2) of whom shall be members of the bargaining unit and former recipients of the Distinguished Professorship Award and/or Sabbaticals or Faculty Improvement Leaves. The remaining three (3) shall be appointed by the president of the Association. Each academic college shall be represented on the committee. Current applicants for a Sabbatical or Faculty Improvement Leave shall not be eligible to serve on the Sabbatical/Faculty Improvement Committee. An applicant shall appear before the Sabbatical/Faculty Improvement Committee to provide information and to answer questions concerning the leave application.

The Sabbatical/Faculty Improvement Committee shall select its own chairperson, shall review applications and recommendations, shall submit its recommendations to the provost, and shall notify all

applicants of its recommendations no later than May 1. By June 1, the provost shall notify all applicants of the disposition of their application(s) and announce the names of leave recipients. Individuals whose names are deleted from the list shall have the opportunity to meet with the provost and the president of the Association for explanations. Added and deleted names shall be forwarded to the Committee. The Sabbatical/Faculty Improvement Committee will designate three (3) ranked alternates for the Sabbaticals and one (1) alternate for the Faculty Improvement Leaves. An alternate will be offered a leave if a person originally recommended does not accept the leave.

A faculty member whose request for a Sabbatical or Faculty Improvement Leave has been deferred by the Administration shall be notified of such deferral no later than July 1.

The timeline described in Article 6.5 is effective beginning with leaves for the 2010-2011 academic year. Leaves for the 2009-2010 academic year shall be administered according to the timeline specified in the 2005-2008 collective bargaining Agreement. In academic year 2008-2009, the Sabbatical/Faculty Improvement Committee shall be named no later than October 1, 2008.

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

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

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

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

6.8: Report: Within sixty (60) days of the beginning of the term following completion of the leave, the faculty member shall submit to his/her chairperson a report detailing his/her professional activities during the leave and addressing the criteria proposed in the application. The chairperson shall review the report and forward it to the dean, who shall forward it to the provost. The report shall be inserted into the faculty member's personnel file. Within one year after completion of the leave, the faculty member will also share a report of his/her professional activities during the leave with his/her colleagues in the department and/or the college.

6.9: Disposition of Application: The Sabbatical/Faculty Improvement Leave Application form, and all appended materials, shall be placed in the applicant's official personnel file at the completion of the proceedings established by this Article.

ARTICLE 7
LEAVES

7.1: General: In addition to Sabbaticals and Faculty Improvement Leaves pursuant to Article 6 of this Agreement, a faculty member may be granted sick leave, maternity leave, parental leave, Family and Medical Leave (FML), leave for extended illness or disability, legal leave, military leave, professional leave, exchange professor leave, political leave, or Association leave in accordance with the provisions in this article. A faculty member's application for any such leave shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application should be filed in a timely manner. Applications for leave shall be supported by all appropriate documentation, except as specified by the Family and Medical Leave Act (FMLA).
For the purpose of this Article, all seniority-based units of progress or measurement (e.g., progress toward tenure, years in rank, service before or after Sabbatical or FIL, nominal rate of pay) will continue to accrue uninterrupted for one (1) year.

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

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

1. Sick Leave: Sick leave is the authorized absence of a faculty member with pay because of personal illness, complications due to pregnancy or birth, adoption, injury, exposure to contagious disease that could be communicated to other employees or students; because of illness or injury of a member of the employee's immediate family or domestic partner that requires the attendance of the employee, or because of a death in the employee's immediate family and/or domestic partner . A full-time faculty member may use up to four (4) days of sick leave each fiscal year for personal exigencies not directly related to illness. While teaching summer session, only one personal day is permitted.

a. **Sick Leave Accumulation and Use:** Each full-time member earns fifteen (15) days of sick leave per year, at the rate of 1.67 days for each month of the academic year. Sick leave is cumulative without limit. Each faculty member is provided with a report of his/her accumulated sick leave on the Banner Self-Serve system. When using sick leave days, the faculty member will promptly notify his/her department

chairperson and, whenever possible, advise of the estimated duration of absence. Additional provisions regarding the use of sick leave are described below:

i. Sick leave may be used during any period of time in which the faculty member is under contract to perform services for the University. Faculty members shall report all uses of sick leave on the Application for Sick Leave form in accord with the directions for use attached thereto. The form must be submitted within three (3) working days following the individual's return to work. Faculty members must submit doctor's verification for sick leave extending beyond sixty (60) days and every sixty days (60) days thereafter.

ii. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five.

iii. All unused sick leave accumulated before the date of this Agreement shall be available for use by the employee pursuant to state law.

b. **Emergency Sick Leave Reserve:** The Administration and the Association support the continued operation of an Emergency Sick Leave Reserve (ESLR) for faculty members, academic department chairpersons, and others as appropriate. The purpose of the ESLR is to provide additional days of paid sick leave for members who have exhausted their paid sick leave balances. Eligible employees may elect to enroll in the ESLR during October of each year or within one month after becoming eligible for ESLR membership by donating one (1) day of their accumulated sick leave. The donated day is not returnable.

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

2. Maternity Leave: Maternity leave is the authorized absence of a female faculty member to recover from childbirth and to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Maternity leave is generally taken near the end of a pregnancy or immediately afterwards. Application shall be made in writing to the department chairperson and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. A medical certificate indicating the estimated date of delivery must also be provided. During the period of maternity leave, the faculty member will be deemed to be temporarily relieved of duties in teaching, scholarship, and University service. At the end of maternity leave, the mother may take parental leave. Mothers must take maternity and parental leave consecutively.

3. Parental Leave: Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Should accumulated sick leave be exhausted, unpaid Family and Medical Leave can be used for this purpose. Application shall be made in writing to the department chairperson and to the Chief Human Resources Officer not later than thirty (30) days before the effective date for such leave, and such request shall state the anticipated duration of the leave. During the period of parental leave, the faculty member will be deemed to be temporarily relieved of duties in teaching, scholarship, and University service. Employees may elect to receive two thousand ($2,000) dollars for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment

may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.

4. Professional leave with pay: Professional leave with pay is provided to a faculty member in order to attend professional meetings, conferences, and seminars. The parties recognize, however, that the faculty member's first responsibility is in the classroom. Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member so that studies may continue during the period of absence. If the faculty member and the department chairperson agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the chairperson shall identify and assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 13 (Workload Activities). Requests for professional leave must be approved by the chairperson before the faculty member goes on professional leave.

5. Legal Leave: Full-time faculty may be granted court duty leave with pay and shall be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to the faculty member's department chairperson as far in advance as possible. All compensation received from court during such leave exceeding $15 per diem shall be deposited with the Youngstown State University Bursar's office. Legal leave with pay is not allowed for situations in which the faculty member appears as a witness for remuneration.

6. Short-Term Military Leave: When a faculty member must fulfill temporary military duty with the armed forces of the United States or with a National Guard unit, and this occurs during periods in which the faculty member is under contract to perform services for the University, the Administration shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provision of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days. Nine-month faculty teaching summer term will receive pay under this clause only in case of emergency call-up.

7. Association Leave: Association leave is leave with pay to attend the conventions of the NEA or OEA. Association leave shall be limited to five (5) days for any bargaining unit employee in an academic year and an aggregate of twenty (20) days per academic year for the bargaining unit as a whole. A minimum of fourteen (14) days written notice shall be provided to the University before taking such leave. Leave is not required and will not be charged when the faculty member is absent on a day when he/she has no scheduled responsibilities (e.g., teaching, office hours, or committee meetings). Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study; be made by the faculty member, with the approval of the chairperson, so that studies may continue during the period of absence. If the faculty member and the department chairperson agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the chairperson shall identify and assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 13 (Workload Activities). The Association shall bear the cost, if any, for such substitute.

7.3: Unpaid Leaves: An unpaid leave is a period of time that one is to be away from his/her primary job, while maintaining the status of employee but without pay. This leave is generally obtained for a variety of employee-requested reasons, some of which include attending to the health needs of the employee, domestic partner, or of a family member of the employee, or active duty call-up for reserve military personnel. The Family and Medical Leave Act (FMLA) of 1993 defines certain circumstances under which approval of an unpaid leave is compulsory. Further, the Uniformed Services Employment and Reemployment Rights Act (USERRA) dictates certain circumstances under which this leave must be granted. Generally such an arrangement has a predefined termination at a particular date or after a certain event has occurred.

1. **Family and Medical Leave:** An eligible faculty member who has exhausted accrued sick leave may take Family and Medical Leave without pay for up to twelve (12) weeks in any twelve-month (12) period to care for self or for an immediate family member (defined by FMLA as spouse, parent, or child), domestic partner, or other person approved by the Administration, who has a serious health condition. The faculty member shall provide notice sufficient to make the University aware that FMLA-qualifying leave is needed; and must indicate the anticipated timing and duration of the leave. The faculty member must provide 30 days advance notice. If 30 days advance notice is not possible, notice must be given as soon as practicable (see FMLA Section 825.302). A rolling twelve-month period measured retrospectively from the date a member uses any FMLA leave shall be used to determine the "twelve-month period" in which the twelve weeks of FMLA leave entitlement occurs.

i. A faculty member on this type of leave shall receive all insurance benefits for the duration of the leave provided the faculty member continues to pay any employee medical and dental contribution and provided the faculty member continues to pay to the University any premiums for life insurance and long term disability coverages. During the period of an unpaid FML, the faculty member will not accrue sick leave.

ii. A faculty member on this type of leave, with the approval of the Administration, may take a reduced teaching load. Family and Medical Leave may be used on a continuous basis, an intermittent basis, or as a reduced work schedule at a prorated level of pay.

iii. A faculty member's rights under the FMLA, including the right to reinstatement, ends when the portion of the member's leave covered by the FMLA expires. Unless specified otherwise in writing, the employee's FMLA leave expires after a maximum of twelve (12) weeks of leave, starting with the first day of the qualifying absence.

2. **Leave for Extended Illness or Disability:** A leave for extended illness or disability is defined as an unpaid leave granted or required by the University for medical reasons after a faculty member has exhausted all accrued sick leave and Family and Medical Leave. This leave shall be granted to tenured faculty who apply. This leave may be granted to untenured faculty who apply.

a. **Eligibility:** An employee is eligible for disability leave benefits if the employee has completed one year of continuous university service immediately prior to the date of the disability, is a bargaining unit faculty member, and is eligible for sick leave.

b. **Duration:** A faculty member whose absence due to illness or injury exceeds his or her accrued sick leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six months to a total of one (1) year.

c. **Insurance and Retirement:** While a faculty member is on an approved leave of this type, the employer's and employee's share of health, life, and other insurance benefits shall be paid by the university, and the retirement contribution shall be paid as follows:

i. The employer's share shall be paid by the university.

ii. The employee's share shall be paid by the employee for the first three months.

iii. The employee's share shall be paid by the university after the first three months.

3. Professional Leave without pay: Professional Leave without pay may be granted when the faculty member and the Administration agree that the leave will enhance the faculty member's value to the University and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave without pay may extend from a few days to a full academic year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from campus does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one (1) year, the faculty member may request a leave without pay of two (2) or three (3) complete academic years; the leave request must address, however, the

necessity of the period for which leave without pay is requested. The faculty member granted leave without pay shall receive the pay increments specified in Article 4 (Salaries) as if he/she were at YSU. Included in the three (3) year limitation shall be any other leaves that the faculty member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay shall be made no later than March 1 before the academic year of proposed leave. Short-term or emergency leaves without pay are exempted from this requirement. No university benefits, including health insurance, are available under this leave.

4. **Political Leave:** A faculty member who is elected or appointed to a full-time political office may be granted leave without pay for four (4) years or one (1) term of office not to exceed six (6) years. No university benefits, including health insurance, are available under this leave.

5. **Exchange Professors Leave:** A faculty member may be granted leave to teach at another accredited institution of higher education while a faculty member from that institution teaches at YSU. This leave shall be limited to a maximum of one (1) academic year, and it shall not be available for the summer. The YSU faculty member's full salary, fringes, retirement plans , and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other faculty member's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU faculty member's application shall provide information on the other exchange professor and the proposed duties of both the YSU faculty member and the other faculty member during the year of leave. Each individual shall be prepared to teach a full load at the host institution. This leave requires the approval of the Administrations of both institutions. Persons on such leave shall be referred to as "Exchange Professors" at the host institution. The Exchange Professor at YSU shall not have the shared rights specified in Article 9 (The Academic Environment). Relocation costs shall be the responsibility of the Exchange Professors.

6. **Long-Term Military Leave:** A long-term military leave of absence without pay will be granted to any faculty member in the event of call-up or involuntary induction into the armed forces of the United States or a National Guard unit for extended duty (i.e., more than thirty-one (31) days). All benefits shall be continued, including pay, for the first 31 days of Long-Term Military Leave, subject to provision of the insurance policies and any applicable laws. Pay and compensation for periods exceeding 31 days shall be governed by law. Upon return from such leave, the faculty member shall retain seniority and be placed at the same position on the salary schedule that he/she would have held had the individual taught at the University during such period. If it is possible, the individual will notify the Administration at least ninety (90) days before returning. Any voluntary extensions or re-enlistments terminate the employee's rights under this section.

ARTICLE 8
GRIEVANCE PROCEDURE

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

Grievances shall be processed on the forms provided by the office of Human Resources. The Chief Human Resources Officer shall be responsible for the timely distribution of grievance dispositions. The procedure of this Article may also be used by bargaining unit members to complain about matters not covered in this Agreement. For instance, an individual may wish to allege a departure from established

University practice or a violation of established University practice (including University policy on sexual harassment and affirmative action). Such "complaints" shall not proceed beyond Step 3 as described herein.

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

Both parties must process grievances expeditiously. If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the Administration representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step. Dispositions rendered between the end of Spring Term and the beginning of Fall Term will be sent to the grievant's home address as it appears on the grievance form, as well as to his/her campus address.

8.3: Director of Faculty Relations (DFR) and Grievance Process: Before filing a grievance, the grievant shall meet with the DFR or his/her designee and if so desired, with a representative of the Association to attempt to resolve the dispute. Notification of the DFR shall be by letter from the grievant and shall constitute initiation of the grievance process indicated in Article 8.2. The DFR will promptly forward a copy of the notification to the chairperson of the YSU-OEA Grievance Committee. If the Administration and the Association mutually agree to do so, the matter may be moved immediately to the formal grievance process, and this agreement shall be rendered in writing. If the matter is not resolved within 15 days of notification of the DFR, a formal grievance may be filed within 10 days, in which case the Administration shall assign it a grievance number without prejudging the merits of the dispute.

The DFR shall participate in all steps of the grievance process. Hearings on grievances will be attended by the grievant and appropriate representatives of the Administration and the Association, including witnesses. Each party shall furnish the other, upon written request, information relevant to a grievance in accordance with the provisions of Article 21.5. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms shall be made available to the grievant and appropriate representatives of the Administration and the Association. Copies of all these documents shall be sent promptly to the chairperson of the Association Grievance Committee.

An individual shall have the right at any time to present a grievance to the Administration and to have such a grievance settled without the intervention of the Association or Association representative, as long as the settlement is consistent with the terms of the Agreement; and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and settlements. Grievances shall be processed as described below unless the Administration and the Association mutually agree in writing to alter the procedure.

8.4: Step 1: Department Chairperson: Within 25 days of notification of the DFR of a potential grievance (see Article 8.3), the individual shall submit a completed Faculty Grievance Form to the department chairperson with copies to the Association and the Administration. Within fifteen (15) days after the receipt of the grievance form, the chairperson or the chairperson's designee shall hold a hearing on the grievance at a time that is convenient to the parties. The chairperson will attempt to determine the facts pertaining to the grievance and notify the grievant on a Grievance Disposition Form of his/her decision within ten (10) days after the hearing. Within ten (10) days after the receipt of the disposition by the chairperson, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.5: Step 2: Dean: If the dean receives an appeal from Step 1 or in cases where the grievance originates at the dean's level, the dean or the dean's designee will hold a hearing within fifteen (15) days after the receipt of the appeal at a time that is convenient to the parties. The dean shall file a disposition with the grievant within ten (10) days after the hearing. Within ten (10) days after the receipt of the disposition by the dean, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.6: Step 3: Provost or Other Vice President: Within fifteen (15) days after the receipt of an appeal or an original grievance, the provost or appropriate vice president as determined by the Director of Faculty Relations, or that vice president's designee, shall hold a hearing on the grievance at a time that is convenient to the parties. Within ten (10) days after the hearing, the provost or vice president shall notify the grievant of his/her decision by transmitting a Grievance Disposition Form to the grievant. Within ten (10) days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate his/her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within 21 days after the receipt of the appeal to arbitration, the Association will notify the Administration whether it supports the appeal. In matters involving Termination for Cause, Association support for an appeal to arbitration shall not be required.

8.7: Expedited Processing: If the Association and the DFR or his/her designee mutually agree in writing that a grievance cannot be resolved at a particular step or steps, the grievance may proceed directly to the next step or to arbitration as governed by Article 8.8.

8.8: Step 4: Arbitration: Within ten (10) days after giving written notice that it supports the appeal to arbitration, the Association will send a request to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators from within a 300-mile radius of Youngstown, Ohio.

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

The hearing shall be conducted in accordance with the rules and regulations of the FMCS. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. In grievances related to a recommendation of non-renewal as defined in Article 10b.1 of non-tenured faculty, the arbitrator may not award tenure and the sole remedy an arbitrator may award shall be to direct that procedural errors be corrected. However, if the arbitrator confirms that notice of non-renewal was not given the individual on or before November 15 of the final year of service for a faculty member who has served at least two (2) complete years at YSU, the arbitrator may direct that the faculty member be given a one (1) year renewal of his/her appointment.

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

- the cost of a court reporter, including transcription of the arbitration hearing only if requested by the arbitrator;
- the fees and expenses of the arbitrator; and,

- rental charges and other incidental expenses, if any.

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

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

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

ARTICLE 9
THE ACADEMIC ENVIRONMENT

9.1: Introduction: The intent of Article 9 is to promote shared academic governance that creates an atmosphere of mutual trust and respect to achieve common goals of the academic community.

9.2: Dean's Advisory Council: Each college shall establish a Dean's Advisory Council, to be chaired by the dean of the College. Each DAC shall determine its specific structure and procedures, providing that all departments are represented. This structure and set of procedures shall be reviewed each Spring Semester, and any changes adopted shall be implemented at the beginning of the following academic year and shall be reviewed and revised annually as necessary. The DAC shall meet at least once per semester during the academic year, and the minutes of each meeting shall be distributed to all college faculty and chairs within 30 days.

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

9.3: Academic Department: An academic department is a budgetary unit that serves the institution's missions of instruction, scholarship, and service. All department policies and practices shall be consistent with the terms of this Agreement and other University-wide policies and practices.

9.3a: Department Governance: Certain matters are the prerogative of the academic department, and in these matters the department chairperson and full-time faculty share responsibilities. Because people support what they help to build, each department shall develop a governance document that describes its participatory decision-making policies and procedures for these shared responsibilities. The governance document shall be reviewed and reaffirmed or revised annually by the department, and submitted to the Dean for review and approval within thirty (30) days of submission. The department shall be administered

by the chairperson within the framework of the governance document. Shared rights and responsibilities include:

1. departmental curricular matters such as curriculum revision, requirements for major and minor and program development.
2. rotational system for summer teaching.
3. departmental travel funds expenditure policy.
4. development and evaluation of the academic goals.
5. those collegial rights delineated in Article 12.
6. recommendations on library acquisitions.
7. department budget requests.
8. recruitment and recommendations to the dean of appointments to the full-time faculty.
9. departmental statement of normally expected activities and expectations for progress toward tenure and promotion.
10. credential review, performance evaluation, and recommendation of (a) part-time faculty and (b) faculty applying for ETS.
11. assignment of faculty to offices.
12. advising of departmental majors.
13. mentoring of faculty.
14. development, review, and modification of departmental workload policies.

9.3b: Administrative Rights and Responsibilities: These matters are the prerogative of the Administration:

1. faculty teaching loads and schedules, subject to the provisions of Article 13 of this Agreement.
2. supervision of department office.
3. establishment of deadlines for all matters essential to an efficient functioning of the University.
4. college-wide review of departmental policies to ascertain compliance with university and state guidelines.
5. all matters not referred to in Article 9.3a above.

9.3c: Extra-Departmental Curriculum Issues: University-wide undergraduate curricular matters are the prerogative of the Academic Senate. Graduate-level curricular matters are the prerogative of the graduate faculty. College-wide curricular matters are the prerogative of the college faculty.

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

9.5: The Department Chairperson: The parties recognize that the department chairperson is an administrator charged with managerial and supervisory duties and that as department chairperson, he/she reports to the dean and serves at all times at the pleasure of the president of the University. The parties further recognize that the chairperson retains earned academic rank and tenure status and has responsibilities for teaching, scholarship, and University service. For purposes of this Article, the Director of The Dana School of Music is considered a chairperson; the Director of Africana Studies is not considered a chairperson. The department chairperson shall post office hours and be available for consultation with his/her colleagues on departmental matters.

9.6: Term of Office: The department chairperson may serve for five (5) complete academic years following his/her appointment as chairperson. Between January 1 and March 31 of the chairperson's fifth complete year of service as chairperson, the dean shall consult with the faculty of the department to identify a candidate for the chairpersonship, to be recommended to the provost and the president of the University, as provided for by Article 9.7 of this Agreement. When an individual leaves the post of chairpersonship, whether during or at the conclusion of the term of office specified in this section, , the individual shall revert to faculty status without prejudice. Should an acting chairperson be elected chairperson during an academic year, no portion of that year shall be counted as part of the five-year term.

9.7: Selection of the Department Chairperson: In the fifth year of a chairperson's term, as provided above or when a vacancy occurs in the position of chairperson, the following procedure shall apply.

The dean shall convene a department meeting to determine criteria and procedures to designate a chairperson. An individual designated by the president of the Association shall attend this meeting as an observer. The dean shall inform the president of the Association of the meeting at least one (1) week in advance. Such criteria and procedures shall be acceptable both to the dean and the department faculty and shall provide for one (1) nominee.

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

Every full-time department faculty member shall have a vote in the selection of the nominee, including persons on leave. However, a faculty member holding a Term appointment shall not be entitled to vote for a chairperson whose term begins after the expiration of that faculty member's contract unless the dean has already recommended that the individual's contract be renewed for the following academic year. The incumbent chairperson shall vote in this procedure and may be a nominee. The bargaining unit members of the department shall determine which other members of the department beyond those identified in Article 2.5, if any, shall be eligible to vote for election of the chairperson. Votes shall consist of secret, written ballots.

The nominee so selected and designated shall be presented by the dean to the provost of the University, who shall forward his or her recommendation to the president of the University. If the nominee is acceptable to the president, he or she shall proceed to appoint the nominee. If the nominee is not acceptable, the president shall meet with the department faculty as a whole to review the reasons for his/her conclusions. If such discussions do not yield an agreement to appoint the nominee, the department faculty shall select another nominee in accordance with the foregoing procedure. If the second nominee is not acceptable to the president, the president shall appoint the department chairperson of his/her choice. However, the president shall not appoint the incumbent chairperson or a former chairperson to the post of chairperson unless the individual has been recommended by the faculty of the department.

9.8: Requests for New Elections for Chairperson: If 75 percent of the full-time faculty in an academic department petition the dean in writing for a new chairperson election, a committee of three individuals, two appointed by the provost and one appointed by the president of the Association, shall be appointed to review the basis for the petition and to make appropriate recommendations to the provost.

9.9: Acting Chairperson: If the post of department chairperson is vacant (or if the chairperson is on extended leave) and must be filled temporarily while the selection process described above proceeds, the

president shall designate an acting department chairperson upon consultation with the full-time faculty. If a reorganization results in the splitting or merging of departments in which the composition of the department changes by more than 20 percent, the departments thus formed shall be declared to have a chairperson vacancy. The acting chairperson procedure shall be followed in such instances. Normally an acting chairperson shall serve no longer than twelve months.

ARTICLE 10
FACULTY EMPLOYMENT SECURITY

ARTICLE 10a
TENURE

10a.1: Tenure: Tenure at Youngstown State University is the right of those holding earned rank to continue employment following successful completion of a specified probationary period. Earned rank at YSU refers to the title "Assistant Professor," "Associate Professor," and "Professor" and is granted only to a person whose qualifications (based in large part upon education, training, and experience) suitably match those established for a particular teaching position in an academic department (i.e., departments offering instruction for academic credit). Rank is granted at the time of initial employment, and any changes in rank are made through procedures stated in this Agreement.

The University shall provide written notice to the faculty member that tenure has been granted. Tenure is acquired by full-time teaching faculty members at Youngstown State University with the fifth, sixth, or seventh annual appointment as a full-time teaching faculty member if such annual appointment in a given academic department is at the rank of Professor, Associate Professor, or Assistant Professor and if such annual appointment follows a tenure review process (described in Section 10a.3) that resulted in a conferral of tenure. The faculty member is responsible for deciding the year in which the tenure review is to occur and for notifying the Chief Human Resources Officer of the desired year. An applicant for tenure shall submit the application form to the office of the Chief Human Resources Officer by September 1.

If a faculty member has not applied for a tenure review by September 1 of the sixth year of faculty employment, the review shall take place during the faculty member's sixth year of faculty employment. A faculty member shall receive no more than one tenure review. In no case shall tenure for a faculty member be granted or assumed without a tenure review.

10a2: Pre-Tenure Review Process: For faculty hired after August 15, 2008: In the third and/or fourth probationary year, the faculty member shall undergo a formal pre-tenure review in either Fall or Spring term following the steps of Article 10a.3 through the level of the dean. Fall reviews shall follow the timelines in Article 10a.3. Spring reviews shall begin no later than February 15, and the recommendation shall be forwarded to the dean no later than March 15. If the faculty member is on an accelerated probationary tack, the pre-tenure review shall occur in the year prior to the anticipated tenure review. Feedback at each level shall be written and formative and shall be placed in the faculty member's personnel file. Any voluntary pre-tenure reviews shall be managed at the discretion of the department.

10a.3: Tenure Review Process: A review of the candidate's past contributions and an evaluation of the candidate's promise of satisfactory future contributions to the University shall be based on the departmental statement of normally expected activities and expectations for progress toward promotion and tenure (as in Article 9.3a(9) and precede a departmental recommendation on whether to grant tenure to a faculty member. This review shall take place during Fall term. It is the responsibility of each individual to inspect his/her files periodically and at the time of application for tenure to assure that it includes all pertinent information that he/she wishes used as evidence of performance in the three (3)

areas of teaching, scholarship, and service. All persons who review candidates for tenure shall review the applicant's Official Personnel File, support materials, and the applicant's application before making a decision or recommendation. The sole repository for tenure materials is the Office of Human Resources. In general, the University will provide the tenure appointment only to those who are judged to have given consistent evidence of quality performance and promise during the probationary period.

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

The chairperson shall convene a meeting of the tenured faculty specified above, at which the tenure candidate shall be given the opportunity to appear, to present information, and to answer questions regarding his/her tenure candidacy. The chairperson's consultation shall also include requests for written recommendations from departmental tenured faculty: a) supporting tenure, b) opposing tenure, or c) abstaining or declining to respond. As a part of his/her recommendation, the chairperson shall inform the dean of the number of faculty making each recommendation. The tenure candidate shall also be informed of the number of persons making each recommendation.

By September 30, the department chairperson shall make a separate recommendation on the candidate to be forwarded to the dean of the college that, together with the separate recommendations of the dean, shall be forwarded to the provost. The provost shall transmit his/her recommendation and those of the dean, the chairperson, and the department tenured faculty to the president of the University. By November 10 , the president shall then either confer tenure upon the individual or take action in accordance with the provisions of Article 10b.4 or 10b.5 (Non-Reappointment of Non-Tenured Faculty).

10a.4: Years of Service for Purposes of Tenure: One (1) year of service consists of two (2) semesters of full-time employment during an academic year. Employment under summer school contracts may not be included. No year during which the individual is on leave without pay or sick leave for one (1) term or more may count as a year of service toward tenure except as provided in Article 10a.6 ; nor may fractional years be added to make a full year. However, a service year before a year that does not count is not invalidated because such a year intervenes. A year counted as a year of service toward tenure may be rendered under a full-time appointment at any earned rank, except Instructor. A faculty member who applies for and receives a tenure-track position may, at the time of appointment, negotiate previous full-time faculty employment at the University toward years of service toward tenure.

10a.5: Early Tenure Review: The tenure review period may be initiated before the timelines set forth in 10a.1 if the shortened period of review is agreed upon in the transmittal letter of initial appointment.

10a.6: Postponement of Tenure Review: New parents by birth or adoption, or who have documented sick leave or Family Medical Leave of at least one semester during the tenure probationary period shall, upon written request to the provost, be granted an exclusion of one year of the countable years of service that constitute the tenure probationary period. Normally, the probationary period shall not extend beyond seven (7) years. However, in extraordinary cases the probationary period may be extended by the provost.

ARTICLE 10b
NON-REAPPOINTMENT OF NON-TENURED FACULTY

10b.1: Notice: A full-time faculty member other than those on Term contract who has completed less than two (2) academic years at the University and who is not to be recommended for reappointment must receive written notice of that intention, from the department chairperson or other appropriate administrative officer, no later than the first Friday of Spring semester of the academic year in which the recommendation is to be made. A full-time faculty member who has completed two (2) or more academic years at the University and who is not to be recommended for reappointment must receive written notice of that intention from the department chairperson or other appropriate administrative officer not later than November 15 of the academic year in which the recommendation is to be made. A full-time faculty member on Term contract is to receive written notice of non-reappointment from the Office of Human Resources, not later than March 1 of the academic year in which the recommendation is made.

10b.2: Meeting: Before the written notification of intention not to recommend reappointment is sent, the chairperson or other appropriate administrative officer shall meet with the faculty member to discuss the intention and the reasons. The faculty member may attend this meeting with a faculty witness of his/her choice and/or the president of the Association or his/her designee.

10b.3: Appeal: If a faculty member wishes to appeal the recommendation of the chairperson or other appropriate administrative officer, he/she may appeal to the dean, the provost, and/or the president of the University. Such appeals must be initiated within thirty (30) calendar days of written notification of intent not to recommend reappointment. The administrator to whom the non-reappointment recommendation has been made may reverse that recommendation. For those cases in which the recommendation of non-reappointment results from a tenure review, as provided for in Article 10a of this Agreement, the faculty member may appeal to the dean and/or the provost, but only the president may reverse the chairperson's recommendation.

If the faculty member has completed at least two full academic years of service, he/she may request that a review committee be formed for the appeal. Upon receipt of such a request by an individual with at least two (2) full academic years of service, a five-member review committee shall be formed, comprised of two representatives appointed by the president of the University, two representatives appointed by the president of the Association, and a fifth member selected by the four appointees to serve as chair. Committee members shall not be from the appellant's academic department. The committee shall be formed no later than January 31. The committee shall meet with the appellant, appropriate representatives of the Association, and any other persons deemed appropriate, and shall submit a recommendation to the president of the University, with copies to the appellant and the president of the Association, no later than February 28. The president shall notify the appellant and the Association of the final decision within fourteen (14) days after the receipt of the committee's recommendation. The president's decision shall be final and binding on the University, the Association, and the appellant. However, an individual who has been advised of the non-renewal of his/her appointment and believes the procedures of this article have been violated may file a grievance under the provisions of Article 8.

10b.4: Final Notice and Reasons: If all appeals fail, the formal written notice of non-reappointment must be sent to the faculty member by March 31 of the year in which he/she is terminated. A written statement of reasons for non-reappointment will be forwarded to a faculty member upon written request submitted to the president of the University on or before April 15 of the terminal year, providing the faculty member has completed two (2) full academic years as a member of the full-time faculty at the University.

10b.5: Extra Year: Terminal Contract: The denied tenure candidate shall be given the option to accept a terminal contract for up to one academic year at the same salary as the preceding academic year.

ARTICLE 10c
TERMINATION FOR CAUSE

10c.1: General: The appointment of a faculty member, tenured or not, may be terminated at any time for just cause. Just cause shall include, but is not limited to:

1. Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, or service; or
2. Gross negligence in teaching, scholarship, and service; or
3. Conviction of a felony, providing legal appeals have been exhausted.

10c.2: Initial Notification and Procedures: If the Administration believes that just cause as specified in 10c.1 above exists, the appropriate administrator shall specify the charges in writing and discuss the matter with the faculty member in a personal conference specifically called in writing for that purpose. The faculty member may bring to this meeting a witness of his/her choice and/or the president of the Association or his/her designee. The matter may be settled by mutual consent at this point. If an understanding is not reached at such meeting, the provost shall furnish the faculty member with a written notice of the Administration's intention to terminate his/her contract, with a full statement of the reasons for such termination, with a copy to the Association. The Administration shall not proceed with formal action to terminate the contract until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may appeal the matter to binding arbitration as provided for in Article 8 (Grievance Procedure). Failure to grieve will settle the matter and allow for termination.

10c.3: Continuation of Services: The Administration may suspend a faculty member pending final action to terminate his/her contract if, in the Administration's judgment, the character of the charges warrants such action. A tenured faculty member whose contract is to be terminated shall receive one (1) year's notice of intent from the Administration; however, the Administration may decide whether he/she is continued in his/her regular duties during all or any part of that additional year.

10c.4: Effective Date: For tenured faculty, the effective date of contract termination shall be the end of the contract year subsequent to the year of the provost's notice to the individual referred to in 10c.2 is given. For non-tenured faculty, the effective date of contract termination shall be the end of the contract year of the provost's notice to the individual. However, once appeals as described in this Agreement are exhausted, the Administration may decide whether an individual shall continue to perform his/her regular duties before the effective date of the contract termination. If the Administration rules that the faculty member shall not be permitted to perform his/her regular duties, he/she shall be remunerated at the contract rate until effective date of contract termination, with the exception that the Administration may elect to discontinue remuneration of the faculty member in the event of his/her conviction of a felony offense.

ARTICLE 10d
RETRENCHMENT OF FACULTY

10d.1: Procedure: Each Fall term, as soon as 14th day enrollment reports are available, the Administration will review overall staffing needs. If it determines that retrenchment is indicated, the Administration shall prepare a preliminary report reflecting its views on the departments in which, in its judgment, retrenchment should occur. The Administration shall consult the Association regarding the matter before distribution of the preliminary report. The determination shall include the following considerations:

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

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

10d.2: Guidelines: The guidelines that shall be applied under the retrenchment conditions are as follows in 10d.3-10d.10.

10d.3: Full-time faculty already employed by the University, except in special and unusual circumstances, have a priority of employment in their given subject matter area over part-time faculty. Tenured faculty members have a priority over non-tenured faculty.

10d.4: The possibilities of early retirement should be thoroughly explored before consideration is given to other means of personnel reduction. However, no faculty member will have early retirement forced upon him/her because of retrenchment.

10d.5: Any position that is vacant or that becomes vacant for whatever reasons is considered closed and may not be filled unless it is rejustified and approved as new.

10d.6: A faculty member who has been retrenched shall be placed on a recall list for three (3) years. He/she shall have access to a list of personnel vacancies as they occur, and he/she shall receive preference to positions for which he/she is qualified over non-campus applicants. Faculty members shall be recalled according to the principle "last laid-off, first recalled," providing a faculty member is qualified to perform the duties of the vacant position.

10d.7: Department chairpersons and deans will make every effort to relocate extra faculty in other academic, administrative, or staff posts needing personnel when the faculty member's qualifications permit. If such shift is to an administrative or staff position, the salary and other considerations of employment shall not exceed that which is shown for the administrative or staff position in the budget. If

the appointment is academic, the rank and salary shall be the same as were held by the faculty member being transferred.

10d.8: Transfers between academic departments fall into two (2) distinct categories, **Permanent Transfers** and **Loans**. A permanent transfer is a permanent change of department home and must be acceptable to the receiving department and to the faculty member. The receiving department may object to a transfer only on academically justifiable grounds.

The years of service already rendered in the original home department will be counted toward the acquisition of tenure in the receiving department except that the receiving department shall always be granted no less than two (2) full years of actual service in that department before tenure may be acquired therein. In a permanent transfer, the former home department relinquishes all obligations to the faculty member at the time of transfer.

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

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

Loans and transfers shall be confirmed in writing by the president of the University. A faculty member on partial loan to another department shall remain a member of his/her "home" department for purposes of exercising rights and privileges established under the Agreement. Appendix A (Definitions) sets forth pertinent definitions. Appendix B (Retrenchment Matrix) summarizes the application of 10d.7-10d.8.

10d.9: When an academic department is notified that a reduction in the number of full-time faculty members in the department is necessary and that the possibilities of reduction through normal attrition, leaves, loans, transfers and early retirements have been exhausted, the person or persons to be discontinued in the department shall be determined in inverse order of length of qualifying service, providing the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties. For purposes of retrenchment, department chairpersons shall be considered as faculty. The Joint Committee referred to above shall hear appeals from departments that seek to modify the seniority application.

10d.10: Any full-time faculty member who is discontinued for reasons of retrenchment shall be advised in writing by the president of the University of such decision by November 15 of the current academic year in which the faculty member is under contract for layoff commencing with the next academic year, and further advised by the president that the reason for his/her discontinuation is not due to dissatisfaction with his/her services. Every effort shall be made to assist such displaced faculty members to relocate. Nothing in these guidelines, however, shall prevent discontinuation of any non-tenured faculty members for other reasons.

10d.11: For purposes of retrenchment, seniority includes that portion of a continuous period of service at the University (or its predecessors) as a full-time faculty member or department chairperson. Time spent on military leave, authorized leave without pay, Faculty Improvement Leave, and Sabbatical counts toward seniority, if the individual returns (or returned) from the leave to the department from which the leave was granted. Time spent on a temporary loan or transfer under the provisions of this article shall count toward seniority in the event the individual subsequently returns to an academic department.

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

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

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

10d.12: If an academic department or program is merged with or transferred to another academic department as a result of reorganization, bargaining unit members who teach the courses in the department or program to be merged or transferred will be transferred to the receiving department with no loss in tenure (or tenure eligibility) or seniority.

ARTICLE 11
FACULTY EVALUATION

11.1: Purpose: The purpose of the evaluation procedure described herein is twofold: The primary purpose is to help faculty to improve their professional performance. A secondary purpose is to provide those individuals responsible for making career decisions with information regarding faculty performance.

11.2: Student Evaluation of Teaching: Non-tenured faculty members shall be evaluated each semester. Tenured faculty members shall be evaluated according to the following schedule:

Last names beginning with letters:	During academic years beginning with an even-numbered year	During academic years beginning with an odd-numbered year
A-M	Fall Semester	Spring Semester
N-Z	Spring Semester	Fall Semester

Tenured faculty may volunteer for evaluation in a semester during which they are not scheduled to be evaluated by notifying the Administration in writing no later than the end of the fourth week of the semester. Voluntary evaluations of tenured faculty will not be included in the Official Personnel File unless submitted by the faculty member with a written request for inclusion.

All student evaluations of teaching shall be subject to the exclusions specified in 11.3.

11.3: Exclusions: The following courses shall not be evaluated by students:

1. those in which there are fewer than five (5) students present for instruction at one time;
2. those in which students receive fewer than fifteen (15) clock hours of classroom or laboratory instruction by the instructor;
3. team-taught courses except as provided in 11.4; and
4. thesis courses.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given term should not be evaluated, he/she may submit a written request for exclusion to the department chairperson. If the chairperson approves the request, the faculty member's memorandum, and the chairperson's notation of approval shall be forwarded to the faculty member's Official Personnel File, subject to the provisions of Article 14.

11.4: Team-taught courses: Faculty members who team-teach a course may volunteer to conduct a student evaluation of teaching in that course. The evaluation instrument to be used may be one developed by the faculty members involved or may be the standard instrument used in other courses, depending on the wishes of the faculty members. If the standard instrument is to be used, the faculty members must notify the Administration no later than the end of the fourth week of the term. Voluntary evaluations of team-taught courses will not be included in the Official Personnel File unless submitted by the faculty member with a written request for inclusion.

11.5 Procedure: The procedure for processing the evaluation forms depends upon the environment in which the evaluation is taking place.

a. Traditional Learning Environment:

1. **Definition:** The term "Traditional Learning Environment" as used herein refers to instruction where the instructor and the student are face-to-face.
2. **Evaluation Instrument:** A student evaluation of teaching form has been specifically designed for use in the traditional environment. The Administration shall provide appropriate materials and shall make arrangements for the administration of the evaluations. Unless or until another method of delivery has been agreed upon by the University and the Association, the following procedure shall be followed. The faculty member shall not comment upon the evaluation or remain in the room during its administration. The evaluation shall be administered by a volunteer student monitor, who shall distribute the evaluation forms, collect them upon the completion of the evaluation, place them in an envelope, and seal it. Faculty members shall adhere to the instructions provided with the packet regarding the administration, collection, and delivery of the evaluation materials.

b. Distance Learning Environment:

1. **Definition:** The term "Distance Learning" or "Distance Education" as used herein refers to instruction where the instructor and the student are separated geographically so that face-to-face communication is absent. Communication is accomplished instead by one or more technological media, and may be either synchronous or asynchronous. Distance education may employ correspondence study, or audio, video, or computer technologies now known or hereafter developed, utilized to teach any distance course originating from or sponsored by the University. "Course" refers to any class offered for credit or non-credit. This includes, but is not limited to, both distance education classroom courses and online courses.
2. **Evaluation Instrument:** A student evaluation of teaching form has been specifically designed for use within the distance learning environment. Faculty members teaching a distance learning course shall use the evaluation instrument that was specifically designed for this purpose. The Administration shall make arrangements for the administration of these evaluations.

11.6 Report of Results: The report of evaluation results shall consist of the Student Evaluation of Teaching and Learning Summary, and the Narrative. The Administration shall report the Student Evaluation of Teaching and Learning Summary to the faculty member, the chairperson, and the dean; also, the Administration will place a copy of the Student Evaluation of Teaching and Learning Summary in the faculty member's Official Personnel File, subject to removal in accordance with Article 14.7(3).

Results of the Narrative will be sent to the Chairperson, who will review them and forward them to the faculty member. Results of voluntary evaluations shall be reported to the faculty member only. However, a faculty member shall be permitted to insert the Student Evaluation of Teaching and Learning Summary of such voluntary evaluations into his/her Official Personnel File by sending a written request for inclusion to the Chief Human Resources Officer, who shall then distribute copies to the faculty member's chairperson and dean. Students shall have the opportunity to inspect copies of the Student Evaluation of Teaching Summary in the offices of academic deans; photocopies or transcriptions of these reports shall not be permitted as part of this access.

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

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

Departmental evaluations shall occur during April and May of each year. All faculty scheduled for evaluation shall complete Parts I and II of the form and submit it to the department chairperson no later than April 15. Tenured faculty whose last names begin with the letters A-M shall be evaluated in the Spring of odd-numbered years; tenured faculty whose last names begin with the letters N-Z shall be evaluated in the Spring of even-numbered years.

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

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

Chairpersons may, at their discretion, use in-class observations of teaching in the process of completing their evaluation of faculty. Faculty shall be consulted regarding any in-class observation by the chairperson at least two weeks before the visit, and the faculty member and chairperson shall jointly determine the specific course and date of the visit. In no case shall a chairperson conduct an in-class observation of teaching more than twice per evaluation period (See Article 11.2). The Administration shall provide additional periodic training specific to in-class observations for chairpersons wishing to use this option. No in-class observation shall be conducted by any chairperson who has not completed this training and attended periodic updates of training. The Administration shall notify the Association of dates of training on in-class evaluation and confirmation of chairperson attendance. Following the in-class observation, the chairperson shall meet with the faculty member to discuss the observation.

11.8 Exclusivity of Evaluations: For the duration of this Agreement, the systems of faculty evaluations described in this Article shall be the only faculty evaluations of any kind employed at YSU, except for the evaluative judgments required by the provisions of this Agreement, the review of a candidate for graduate faculty status, and developing/setting/reviewing professional goals with the chairperson.

11.9 Modification of Faculty Evaluation by Students: The University and the Association agree to form an ad-hoc committee charged with the periodic review of both the traditional and the distance learning faculty evaluation instruments. The committee shall be formed no later than October 1, 2008. Should modifications be deemed appropriate for the improvement of either instrument, the committee shall provide the University and the Association with a list of recommendations for modification. The two parties will then meet to discuss the recommendations.

ARTICLE 12
PROMOTION IN FACULTY RANK

12.1: Number of Promotions: The Administration shall budget funds to cover the cost of thirty-four (34) promotions in rank for members of the bargaining unit for each year of this Agreement.

The Administration shall not budget funds to cover the cost of more than four (4) promotions in rank for academic administrators holding the earned rank of Assistant Professor and Associate Professor. The promotions opportunities shall be prorated among the undergraduate colleges on the basis of the number of bargaining unit members in each college at the ranks of Assistant Professor and Associate Professor. The number of promotions opportunities allotted by proration to each college shall be determined

annually by the Administration and the Association and announced to the faculty by October 15. The provost may reallocate any unfilled slots at his/her discretion.

12.2: Guidelines for Promotion: Each college Dean's Advisory Council (DAC) shall review the promotion practices of that college and how the factors listed in Articles 12.3, 12.4, and 12.5 pertain to the academic disciplines within that college. Each DAC may seek information about promotion practices used by similar colleges at other universities or recommended by accrediting agencies, as appropriate. Each DAC shall produce a document called *Guidelines for Promotion* that shall contain a description of the policies, practices, and criteria to be used in that particular college when determining evaluation and eligibility for promotion. The DAC shall review and, if necessary, revise the *Guidelines for Promotion* annually during Spring Term. The guidelines shall be distributed to all full-time faculty before the end of Spring Term.

12.3: Evaluation for Promotion: The evaluation of applicants for promotion shall be based upon a) the quality of performance in teaching, scholarship, and service; b) the length of service in rank; c) graduate degrees earned; and d) the applicant's workload assignments. These factors are considered in determining both eligibility and suitability for promotion.

12.4: Eligibility for Promotions: Faculty members with consistently satisfactory performance in teaching, scholarship, and service, as defined in the Department and College Promotion Guidelines, since the last promotion or appointment are entitled to consideration for promotion at the completion of the years of service stated below. Faculty members with consistently outstanding performance in teaching, scholarship, and service, as defined in the Department and College Promotion Guidelines, since the last promotion or appointment are entitled to consideration for early promotion before the completion of the years of service stated below with the exceptions described herein. The burden of demonstrating the outstanding nature of the performance shall rest with the applicant. For the purposes of this article, a terminal degree is defined in Appendix A.

A. For promotion to the rank of Associate Professor, an individual shall have:

1. tenure or recommendation for tenure by November 10.
2. a minimum of four (4) consecutive years of service at YSU at the rank of Assistant Professor immediately before the year of application for promotion.

B. For promotion to the rank of Professor, an individual shall have:

1. tenure ; or recommendation for tenure by November 10.
2. a minimum of six (6) consecutive years of service at YSU at the rank of Associate Professor immediately before the year of application for promotion..

A faculty member may apply for promotion to Associate Professor or Professor in the same year that he or she applies for tenure. If the faculty member is denied tenure, the application for promotion is automatically withdrawn. If the faculty member is approved for tenure via notification in writing by the President (Article 10a3), the application for promotion will go forward for review by the process specified in this Article.

A faculty member who has had five or more consecutive term or temporary contracts as of August 2009 may apply for promotion from the rank of Instructor to the rank of Assistant Professor during the 2009-2010 academic year. The faculty member must also have a master's degree, or its equivalent, from an accredited institution of higher education in a relevant academic field. These promotions to Assistant Professor will not convert the faculty member to probationary status, nor will they have any impact upon

the number of regular promotional opportunities. These individuals will be subject the promotion procedures described within this Article.

12.5: Suitability for Promotion (Quality): The determination of the quality of an individual's performance in teaching, scholarship, and service shall be based primarily upon the contents of the Official Personnel File (OPF), the support materials, if any, submitted to Human Resources by the candidate (see Article 14), and the promotion application. It is the responsibility of each individual to inspect his/her file periodically and at the time of application for promotion to assure that it includes all pertinent information that he/she wishes used as evidence of performance in these three (3) areas. All persons who review candidates for promotion shall review the applicant's Official Personnel File, support materials, and the applicant's application before making a decision or recommendation. The sole repository for promotion materials is Human Resources.

12.6: Other Provisions: If a faculty member at the rank of Assistant Professor acquires an earned doctorate, each year of his/her service in that rank before the acquisition of the degree will count as two-thirds (2/3) of one (1) year toward the four (4) years required. If a faculty member at the rank of Associate Professor acquires an earned doctorate, each year of his/her service in that rank before the acquisition of the degree will count as three-fourths (3/4) of one (1) year toward the six (6) years required. The year in which the application for promotion is filed shall not be counted as a year of service in rank for purposes of consideration for promotion. An individual shall not receive credit for any year in which he/she was absent on sick leave or leave without pay for one (1) term or longer. Time spent on leave with pay, including Sabbaticals, Faculty Improvement Leaves, and Child Care Leaves, but excluding sick leave, as described above, shall be counted.

12.7: Application for Promotion: An applicant for promotion shall submit a properly documented application form to the office of the Chief Human Resources Officer by November 1*. Applications with attachments shall not exceed thirty(30) pages, excluding separate support materials provided for in Article 12.5 and in Article 14.11. The Chief Human Resources Officer or his/her designee will time-stamp each application form received and issue a receipt for the application; applications received by the Chief Human Resources Officer after 5:00 p.m. on November 1 will be returned to the applicant and will not be considered*. The Chief Human Resources Officer will promptly review the information related to minimum eligibility for promotion specified in Article 12.4 and will certify the accuracy of this information or correct it in conformity with the contents of the Official Personnel File, initialing any corrections made. The application form will then be forwarded to the appropriate department chairperson.

Once an application for promotion has been submitted, no addenda to the application will be received. However, faculty retain the right to submit additional material to Human Resources, as provided for in Article 14.11.

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

12.8: Department Promotion Committee: The full-time faculty members of each academic department shall elect a Department Promotion Committee (hereinafter DPC) of at least three (3) members from among the tenured faculty in the department. If the department has fewer than three (3) tenured faculty members to serve as a department promotion committee, the faculty in consultation with

*If November 1 falls on a Saturday or Sunday, the first working day following November 1 shall replace it as the applicable date.

the dean and the promotion candidate shall identify another department or departments in a related discipline to supply the minimum number needed from outside the department and shall elect a DPC from the combined pool of faculty members. The DPC shall elect its own chairperson and shall review the *Guidelines for Promotion* (see Article 12.2). The DPC shall review applications for promotion by department members and develop recommendations on those applications for transmission to the department chairperson.

Membership each year shall have been determined no later than November 1. Chairpersons and current applicants for promotion may not serve on the DPC. If both Professors and Associate Professors are available to serve on the committee, at least two (2) ranks must be represented.

The DPC shall consider the Department's "statement of normally expected activities and expectations for progress toward promotion and tenure." (Article 9.3a9) Each applicant for promotion shall have the right to appear before the committee to speak on his/her own behalf. The DPC shall transmit all applications for promotion with its recommendations to the department chairperson by December 1, ranking those whom it recommends for promotion. The DPC shall inform all department members of its positive recommendations. The DPC shall inform all applicants of its recommendations. The chairperson shall forward all applications with his/her recommendations and the recommendations of the DPC to the College Promotions Committee (CPC) no later than December 15. The chairperson shall inform all department members of his/her positive recommendations. The chairperson shall inform all applicants of his/her recommendations. An applicant may meet with the chair of the DPC and/or the chairperson of the department to discuss reasons why the DPC and/or chairperson did not recommend the applicant.

12.9: College Promotion Process : There shall be a College Promotion Committee (hereinafter CPC) in each undergraduate college. The CPC shall employ the *Guidelines for Promotion* (see Article 12.2). Further, the CPC shall develop and circulate to all full-time college faculty the specific procedures and schedule for reviewing applications for promotion in faculty rank. The CPC may include up to four (4) members of the bargaining unit in each college except the College of Liberal Arts and Social Sciences , in which the CPC may include up to six (6) members of the bargaining unit, and the College of Science, Technology, Engineering, and Mathematics, in which the CPC may include up to seven (7) members of the bargaining unit. The dean of each college shall call the first organizing meeting of the CPC. The CPC shall select its own chairperson. The dean shall attend presentations and discussions as an observer but shall withdraw prior to the formulation of any recommendations.

Faculty membership of each CPC shall consist of tenured faculty who have served a minimum of one (1) complete year at their current rank. In the College of Fine and Performing Arts, the Beeghly College of Education, and the Williamson College of Business Administration, at least one (1) CPC member must be chosen from each department. In the other three (3) CPCs, no more than one (1) CPC member shall be chosen from any one (1) department. In the College of Liberal Arts and Social Sciences, , the CPC may include up to three (3) members of the bargaining unit from the Humanities, and three (3) from the Social Sciences. In the College of Science, Technology, Engineering, and Mathematics the CPC may include up to three (3) members of the bargaining unit from Engineering and Technology, and up to four (4) from the Sciences, Mathematics and Statistics, and Computer Science and Information Systems. Applicants for promotion shall be ineligible to serve on the CPC. CPC members may serve no more than two (2) consecutive one (1)-year terms.

By March 1, the CPC shall forward to the dean, the chairperson of each DPC, and the Association president a list of those whom it recommends for promotion. The CPC shall not recommend for promotion a number of applicants in excess of the college allotment determined earlier by proration as provided in Article 12.1. Academic administrators shall not be counted toward the college allotment. The CPC shall notify all applicants of its recommendations. The purpose of the CPC shall be to review

applications for promotion in faculty rank and to develop recommendations on such applications for submission to the provost. An applicant for promotion shall have the right to appear before the CPC to speak on his/her behalf. The CPC may seek further input from the chair of the DPC, the chairperson of the department, and other faculty as it deems appropriate.

By March 15, the dean shall forward to the provost, the members of the CPC, the chairperson of each DPC, and the Association president a list of those whom s/he recommends for promotion. The dean shall not recommend for promotion a number of applicants in excess of the college allotment determined as provided in Article 12.1. The dean shall notify all applicants of his/her recommendations. An applicant may meet with the dean to discuss the reasons why s/he did not recommend the applicant.

12.10: Election and Timeliness of CPC: . The election of the CPCs shall be managed by the dean. The Chief Human Resources Officer shall provide each dean with a list of promotion applicants no later than November 5. Each dean shall certify in writing to the Office of Human Resources that the CPC has been duly elected by secret ballot in accordance with the provisions of the Agreement no later than December 15 and will simultaneously identify the persons elected for each CPC. The dean of the college will convene the CPC.

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

By April 15, the provost shall notify in writing those whom he/she has recommended to the president of the University for promotion as well as the members of the CPC, the dean, the chairperson of each DPC, and the president of the Association. Promotions will be effective the following academic year. An individual who has been denied a promotion after being recommended by a CPC may file a written appeal with the president of the University no later than fifteen (15) days after the meeting with the provost referred to above.

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

Persons from the appellant's department and others who have participated in the review of the application for promotion before the appeal shall be ineligible to serve on the panel. The panel shall impartially examine the merits of the individual's application for promotion. The panel shall also consider the reasons for the denial of the promotion by the provost. The appeals panel shall submit its recommendation (including reasons for the recommendation and any minority reports submitted) to the president of the University, the president of the Association, and the appellant within thirty (30) days from the date that the fifth member of the panel is selected.

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

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

12.13: Disposition of Promotion Application Documents: Upon completion of the promotion evaluation process and appeals, if any, it shall be the responsibility of the faculty member to retrieve his/her support materials. The Promotion Application Form shall be deposited in the applicant's Official Personnel File at the conclusion of the promotion process. At the conclusion of their deliberations, each DPC and CPC shall provide the Administration with the following materials: minutes of meetings, descriptions of criteria and procedures used in reviewing applicants, and conclusions reached. These materials shall be maintained by the Administration for two (2) years. Upon request, the Chief Human Resources Officer shall make available the materials generated by a DPC for review by members of the department faculty and the Association, and the materials generated by CPCs for review by members of the college faculty and the Association.

ARTICLE 13
WORKLOAD ACTIVITIES

13.1: General Responsibilities: Upon accepting an appointment to the faculty of Youngstown State University, a faculty member assumes responsibilities in three (3) general areas: teaching, scholarship, and service. A representative list of duties within these areas is found in Appendix C, with additional descriptions of faculty duties found throughout Article 13. To ensure quality of teaching, scholarship, and service relative to the academic mission of the University, College, and Department, members of the faculty are expected to teach their classes competently, keep abreast of developments in their fields of specialization, and participate conscientiously on committees.

13.2: Workload Distribution: The Association and the Administration recognize the variability of workload distribution, including Teaching Hours (TH), Research Hours (RH), and Service Hours (SH), among colleges, departments, and individuals. Department workload guidelines are best addressed first at the department level. Department workload guidelines should include a statement of normally expected activities and expectations for promotion and tenure.

Thus, department workload guidelines should be developed with full participation of departmental faculty (see Article 9.3 and should take into consideration accreditation requirements, departmental mission, college mission, financial resources, and personnel resources.

Additional factors to be considered may include number of preparations, level of undergraduate/graduate courses, nature of preparations, General Education recommendations, class sizes, and advising loads. Department workload guidelines shall be forwarded to the DAC for review and to the dean for approval. Department workload guidelines shall be published and distributed to the department by March 15 of the academic year before the academic year in which they are to apply. Department workload guidelines are public documents as defined by Ohio law. All workload guidelines shall be consistent with this Agreement and YSU Board of Trustees Faculty Workload Policy.

13.2a. Department Workload Reports: Each department shall report on the workload activities for each member of the bargaining unit by the tenth (10th) week of the relevant spring semester. The department workload report shall include a projection of the bargaining unit member's workload allocation for the upcoming academic year. Changes in projected workload requiring a substantive and significant reallocation of faculty workload requires consultation between the faculty member and

department chair. Individuals who receive a reassignment of teaching hours must complete and submit the Non-Teaching Duties Form. Workload reallocations resulting in overload must be approved by the Dean.

13.3: Allocation of Teaching Hours: One (1) Teaching Hour (TH) equals one (1) contact hour (50 minutes) of lecture instruction or 1.5 contact hours (75-85 minutes) of institutionally scheduled laboratory instruction each week over a sixteen (16) week semester, in a course listed in the University Catalog or inventory of course offerings. This definition is subject to the exceptions, modifications, and non-lecture equivalencies specified in this Agreement. The Teaching Hours over an academic year shall be a maximum of fifteen (15) hours per semester of instruction and twenty-four (24) per year and a minimum of three (3) hours per semester of instruction and six (6) per year. The actual number of TH will depend on total workload which is a mix of a faculty member's TH, RH, and SH assignments. Faculty having teaching loads in excess of 15 TH per semester or 24 TH per academic year shall be eligible for overload compensation as described in Article 13.8.

Assignment of a teaching load below the minimum stated above may only be made to meet the requirements of an external grant or contract, Research Professorship, or some extraordinary project recommended by the faculty member's dean and shall require the approval of the provost. .

13.4: Types of Instruction: The number of students enrolled or the student credit hours (SCH) used in calculating teaching load are based upon the 14-day roster. The SCH referred to in this Article shall be cumulative through the academic year.

There are several basic types of instruction including group instruction, individualized instruction and field-based instruction. The course description in the University Catalog shall be used to determine the type(s) of instruction involved in any particular course.

1. Lecture Courses: Lecture courses include conventional lecture courses, discussion courses, workshops and seminars. These courses require no special physical plant facilities but may be offered in any general classroom. The student in such a course receives one (1) hour of academic credit for each hour spent in the classroom. One (1) Teaching Hour (TH) equals one (1) contact hour (50 minutes) of lecture instruction in a course listed in the University Catalog or inventory of course offerings.

2. Laboratory Courses: A laboratory course is institutionally scheduled course work that requires applied study in a place on campus especially equipped for that purpose. The student is traditionally required to devote a greater number of weekly contact hours in a laboratory than the number of credit hours received for successful completion of the course. Laboratory instruction shall include clinical classes in health-related institutions, activity courses in Human Performance and Exercise Science (HPES), and applied art and music courses. 1.5 contact hours (75-85 minutes) of institutionally scheduled laboratory instruction each week over a semester equals one (1) TH.

Conference Courses: A conference course is a course offered in lieu of a course that normally enrolls fifteen (15) or more students, but because of extenuating circumstances must be offered for one (1) or more students on a conference basis. Faculty members are free to accept or reject conference course requests except in the case where only one (1) faculty member is qualified to teach the conference course that must be taught. Conference courses shall carry a minimum of 1/3 (.33) TH but not more than two-thirds (2/3) the normal TH; the specific amount shall be determined by the department chairperson in consultation with the faculty member.

3. Field-Based Courses: Field-based courses are experiences in which students go off campus for supervised practical experience related to an academic discipline. The instructor shall receive one (1) TH for each fifteen (15) SCH (e.g., three students enrolled for five hours each), as reflected by the 14-day roster.

4. Individual Study Courses: Individual Study Courses require the student, under faculty supervision, to conduct individualized research or pursue an individual project. This provision applies to courses during the regular academic year but not summer term.

- **Undergraduate Thesis Projects:** A faculty member who is assigned, in writing, the major responsibility for direction of an undergraduate thesis shall receive no less than one-third (.33) TH credit for each thesis upon completion. Credit recognition may be given at the discretion of the Administration, either before or after completion. In the event a faculty member has a significant number of assigned theses that are not completed, the chairperson will take this into account in determining the faculty member's teaching load assignment.

- **Thesis Projects:** Some graduate programs require the writing of a thesis based upon a student's active engagement in an original, individual research project involving hypothesis-driven, laboratory-based experimentation or theoretical modeling. Such students are termed "thesis track" graduate students. A faculty member who is assigned, in writing, the major responsibility for direction of a thesis track graduate student shall receive one (1) TH for each student supervised per semester provided that the student remains enrolled full-time for the entire semester. A faculty member shall receive no more than two (2) TH per student for the duration of the graduate student's academic tenure. A faculty member shall receive no more than three (3) TH per semester for supervising graduate students in their thesis work. In determining a faculty member's teaching load assignment, a chairperson shall take into account the number of thesis students who do not complete their degree due to the lack of due diligence by the assigned faculty member.

- **Non-Thesis Track Projects:** Some graduate programs offer students a non-thesis track option that culminates in a written, literature-based report. Such students are termed "non-thesis track" graduate students. A faculty member who is assigned, in writing, the major responsibility for direction of a non-thesis track graduate student shall receive one-half (0.5) TH for each student supervised per semester provided that the student remains enrolled full-time for the entire semester. A faculty member shall receive no more than one (1) TH per student for the duration of the graduate student's academic tenure. A faculty member shall receive no more than one (1) TH per semester for supervising graduate students in their non-thesis track work. In determining a faculty member's teaching load assignment, a chairperson shall take into account the number of non-thesis students who do not complete their degree due to the lack of due diligence by the assigned faculty member. In courses consisting of supervised individual research or individual projects as described in the university catalog, the instructor shall receive one (1) TH for each 6 SCH (e.g., two students enrolled for three hours each), as reflected by the 14-day roster. The SCH referred to in this paragraph shall be cumulative through the academic year.

5. Team Teaching: A minimum of six (6) students per professor must register for any courses taught by two (2) or more professors. If the registration ranges from 6 to 9 students per professor, each faculty member shall be allotted one (1) TH for two (2) contact hours. If the registration ranges from ten (10) to fourteen (14) students per professor, the faculty member shall be allotted two (2) TH for three (3) contact hours. If the registration exceeds fourteen (14) students per professor, the faculty member shall be allotted one (1) TH for one (1) contact hour. Exceptions to these minimum enrollment guidelines may be granted by the dean(s). The provisions of this paragraph apply to situations in which two (2) or more faculty members are simultaneously engaged in teaching an assigned course, and both or all assigned faculty attend substantially all assigned classes.

6. Interdisciplinary Courses: When two (2) faculty members from the same department or different departments are simultaneously engaged in teaching an approved initial offering of a newly developed interdisciplinary course or course section (offered for the first time), minimum enrollment guidelines will be waived when the enrollment is over 15 or when a lower class size has been approved in advance by the relevant chairs and deans, and each faculty member will be allotted full TH consistent with the type of instruction and credit. For subsequent offerings, the provisions of (6) above shall apply.

7. Variable Credit Courses: These are of two types. A course that varies in credit from semester to semester but is available to students in a given term for only one (1) number of credit hours shall carry that number of TH credit toward workload. A course that is available to students in a given semester for a variable number of credit hours (e.g., 3-5) shall carry the number of TH equal to the average number of credit hours taken by the students, as reflected in the 14-day roster.

8. Distance Learning: The definition of Distance Learning courses and the accompanying workload activities are specified in Article 28.

9. Contract Courses: Credit courses specially designed or tailored to meet the terms of contracts with specific organizations will be evaluated for faculty workload credit and/or supplemental contracts on a case-by-case basis. Faculty will be free to accept or reject assignments to such courses without prejudice. A specially designed or tailored course does not refer to the delivery of an existing course in a flexibly-scheduled format or at an off campus location.

13.4a: Other Workload Activities

1. **Non-teaching Equivalencies:** Faculty members who serve in non-teaching capacities shall receive teaching load reassigned time of one (1) to nine (9) WH per term. This shall include, but not be limited to, program coordinators in the College of Health and Human Services, the Chairperson of the Academic Senate, the Chairperson of the Curriculum Division of the Curriculum and Programs Committee of the Academic Senate, directors of department or college graduate programs, the faculty member advising the *Jambar*, designers and support personnel of co-curricular activities in the Department of Theater and Dance, the Director of Composition in the English Department, the Director of the Planetarium, the Director of Oral History, Members of the Dana Faculty Woodwind and Brass Quintets, the Jazz Ensemble, and the Coordinators of activities or programs in the Dana School of Music. The specific assignment in each case shall be mutually agreed to by the faculty member and the Administration.

A faculty member shall be free to accept or reject such an assignment without prejudice. However, when the assignment is specified in the initial letter of appointment of the faculty member, a rejection of such assignment shall be subject to the approval of the dean of the college. The faculty member may bring an Association representative to discussions of the workload reassignment with the Administration.

2. **Advising:** The advisement of departmental majors and/or students enrolled in courses assigned to a faculty member is part of a faculty member's normal academic responsibility. Hours of academic advisement should be consistent with Article 25.7 (Office Hours) and Article 9.3a (Department Governance). Through arrangement between faculty members and provided the department chairperson is notified, one (1) faculty member may assume the advisement duties of another faculty member. Faculty shall be available for advisement duty during summer periods when they are under contract. In departments with an excessive academic advising load, faculty members should request the reassignment of workload.

3. **Committee Assignments:** A faculty member is expected to serve on committees, but a faculty member shall not be required to serve on more than four (4) committees concurrently. Committees refer to the Department Promotion Committee, a department curriculum committee, and to regular or ad hoc committees of the college, University, Academic Senate, and the standing committees of the Association. Membership in the Academic Senate constitutes a committee assignment. The Association Executive Committee shall count as the equivalent of two (2) committees.

13.5: College of Health and Human Services:

1. Health Professions and Human Ecology faculty teaching clinical classes in hospitals or other health care facilities off-campus shall receive 0.85 TH toward their annual workload for each one (1) contact hour(s). Health Professions and Human Ecology faculty teaching or supervising externships, internships, and/or clinical experiences in health-related institutions shall receive one (1) TH for each 7.5 SCH generated. Nursing faculty supervising Registered Nurses shall receive one (1) TH for each 7.5 SCH generated.

2. Nursing: For the purposes of this section only, the following workload calculation and maxima will be used. On-campus components of nursing clinical courses shall receive .66 teaching hours per contact hour. Off-campus components of nursing clinical courses shall receive one (1) TH per contact hour with the following stipulations: Faculty with term contracts may teach up to 15 TH per term and 30 TH per academic year; however, overload pay for such faculty shall begin at 17 TH per term in any semester or 33 TH in any academic year. Workload distribution in teaching scholarship, and service for these faculty will be determined annually by the faculty member and his or her chairperson.

A study group shall be formed no later than October 1, 2008, to develop a clinical faculty track in the Department of Nursing. The study group shall include the Department of Nursing Chair, selected nursing faculty, an appointee from the OEA Negotiating Team, and a representative from the Office of the Dean of the Bitonte College of Health and Human Services. This group shall present a formal proposal to the Provost and the Joint Negotiations Team, which then may be adopted via MOU, in time to make the changes effective for the 2009-10 academic year. An option to discuss a clinical faculty track shall be extended to other interested departments.

13.6: College of Education:

1. For graduate-level field experiences in an off-campus setting, prescribed by a university catalog course description and confirmed by the University schedule of classes, each 12 SCH (e.g., 4 students enrolled for 3 s.h. each) shall count as one (1) TH toward the faculty member's workload.
2. For undergraduate student teaching, each 12 SCH (e.g., one (1) student enrolled for 12 s.h.) shall count as .75 TH toward the faculty member's annual workload.

13.7: College of Fine and Performing Arts: Faculty assigned to large ensembles (Orchestra, Wind Ensemble, Band, Dana Chorale, University Chorus, and Jazz) shall receive one (1) TH for each one (1) contact hour. Faculty assigned to applied classes or small ensembles shall receive one (1) TH for each 1.5 contact hours; faculty teaching individual instruction (presupposes one [1]-hour weekly seminar in performance and composition courses) shall receive one (1) TH for each 1.5 contact hours, and faculty teaching studio art classes in the Art Department shall receive one (1) TH for each 1.5 contact hours.

13.8: Teaching Overload: A faculty member shall not, without his/her consent, be assigned more than twenty-four (24) TH during the two semesters of any academic year or more than fifteen (15) TH during any semester. However, faculty members who accumulate more than fifteen (15) TH in an academic semester or more than twenty-four (24) TH in an academic year shall receive overload

compensation as provided for in Article 4.7. For purposes of computation, assignments under Article 13.8 shall be counted as assigned TH's. A faculty member shall be free to accept or reject without prejudice any overload assignment over fifteen (15) TH per semester or over twenty-four (24) TH per academic year. For full-time faculty employed for only a part of the academic year, overload compensation shall be paid for an assignment of more than fifteen (15) TH in a semester.

A faculty member also qualifies for overload payment when he/she substitutes for an ill colleague upon the written direction of the department chairperson. For such service, the substituting faculty member shall be paid a sum to be prorated in accordance with Article 4.7, whether or not the additional load raises the faculty member above the twenty-four (24) TH or fifteen (15) TH limits. For purposes of computation, one (1) full week of classes equals one-sixteenth (1/16) semester. However, the chairperson may assign a faculty member to serve as a substitute for up to three (3) contact hours per academic year without overload payment. This includes Summer Term in cases in which the substitute faculty member is under contract or with the faculty member's permission.

A faculty member may not be required to substitute in a course that he/she has not taught during the past two (2) years. A faculty member may not be assigned more than 800 Student Credit Hours (SCH) in any given term unless he/she teaches no more than three (3) courses. The full-time faculty in a given department shall not average more than 600 SCH per full-time equivalent bargaining unit member per semester unless a majority of the full-time faculty in the department votes to waive the restriction.

13.9: Duplicate Credit: A faculty member shall receive teaching load credit only once for a given hour of the week, even though students from more than one (1) course may be present in one (1) assigned area at one (1) scheduled time for satisfaction of requirements in different courses taught by the same faculty member.

13.10: Workday: A faculty member who teaches a class or is given an ongoing programmatic assignment (e.g. directing a University Theater production) that ends after 8:00 p.m. shall not be scheduled for a class the following day before 12 noon. The period of time between the start of a faculty member's first class of the day and the end of his/her last class in the same day shall not exceed 10 hours. No full-time faculty member shall be assigned to teach on more than five (5) days per week. Classes that end later than 5:30 p.m. shall not be assigned to faculty members more than three (3) evenings a week without their permission. Exceptions to this policy shall be permitted upon mutual agreement of the chairperson and the faculty member.

13.11: Teaching Schedule: Departmental faculty may vote to establish a department scheduling committee that shall develop recommendations to the department chairperson on teaching schedules. Faculty members shall be consulted concerning the creation of faculty schedules. Consultation means that before the creation of class schedules, each faculty member shall be allowed to submit his/her requests for teaching assignments, including desired courses and preferred time of courses. A copy of the department's term schedule shall be distributed to departmental faculty before its submission to the dean. Assignments are subject to change subsequent to submission to the dean. Faculty shall be informed promptly if any schedule changes are made.

13.12: Committee Meetings: Beginning January 2009, the Administration shall not schedule classes between the hours of 4:00 p.m. and 5:00 p.m. Monday and Wednesday so that this time will be available for various committee meetings. Committee meetings should not be scheduled, however, during the 4:00-5:00 p.m. hour on the second Wednesday of each month so that the Association may schedule meetings.

13.13: Academic Calendar: The Administration shall develop the academic calendar in consultation with the Association. In this calendar, the contract year shall begin one week before the start of Fall

classes and shall extend for 39 weeks. The academic week shall extend from Monday through Friday even though some classes may be scheduled on Saturday and Sunday, and the academic day shall extend from 7:00 a.m. to 10:30 p.m. Holidays shall be observed in accordance with the provisions of Section 124.19 of the O.R.C. The following days shall be observed as holidays and no classes will be scheduled on the days when these holidays are observed: Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, and Labor Day. When a holiday falls on a Saturday or a Sunday, either the preceding Friday or the following Monday shall be observed as a holiday, and no classes shall be scheduled. The scheduling of department meetings shall take into account the weekend teaching schedules of department faculty.

13.14: Attendance: Full-time faculty members shall attend University, college, and department faculty meetings, and, as scheduled by the Events Committee, commencement exercises. Each college dean, in consultation with the academic departments, shall develop a plan whereby one-third (1/3) of the department members are present for each commencement exercise.

ARTICLE 14
PERSONNEL FILES

14.1: General: The Administration shall maintain an Official Personnel File in the office of the Chief Human Resources Officer for each full-time faculty member. The Official Personnel File and support material temporarily appended to it (see Article 14.11) shall be the sole official repository of records to be used in the administration of the personnel evaluation provisions of this Agreement.

14.2: Contents: From the time of appointment to the full-time faculty, an individual's file will contain the following:

1. a current curriculum vitae containing information on the individual's prior employment, education, and training, as well as information on the individual's professional activities and accomplishments;
2. official transcripts of all college work;
3. copies of all of the individual's contracts with the University that involve compensation;
4. Chairperson evaluations and computer-generated summary reports of student evaluations (Article 11);
5. any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file as long as the statement is compatible with the law;
6. promotion/tenure application forms;
7. documents relating to the individual's professional activities, that are deemed appropriate for insertion by the Administration, providing such documents are compiled and maintained in a fashion compatible with law including the Family Educational Rights and Privacy Act;
8. information that deals with seniority;
9. data relating to student academic grievances that have been adjudicated against the bargaining unit member in the final step, in accordance with the Family Educational Rights and Privacy Act;
10. Sabbatical and Faculty Improvement Leave reports, Research Professorship reports, and Professional Development reports as specified in Articles 6.8 , 24.2, and 24.4 ; and
11. reassigned time forms
12. results of pre-tenure reviews.

14.3: Material Concerning Student Complaints: Student complaints that are lodged in writing with the Administration but not filed as formal grievances will not be forwarded to a faculty member's Personnel File until the faculty member has been given reasonable opportunities to meet with the

cognizant administrator to review the complaints and to provide any extenuating information he/she feels is pertinent to the complaint. Complaints of this nature will not be forwarded to the file unless they have been signed by the student(s) who have complained. In accordance with FERPA, unless the student(s) waive their rights to anonymity, only a redacted copy of the student(s) complaint(s) will be forwarded to the file. The Office of Human Resources shall retain original signed copies in a separate file. If such complaints are subsequently deemed to be "without merit" either through an informal investigation or formal grievance procedure, all material relating to the complaints shall be returned to the relevant faculty member for disposal. No separate record or file regarding these complaints shall be maintained. Under no circumstances shall a complaint made anonymously be retained.

14.4: Date and Signature: Documents that are placed in a faculty member's file will be dated and signed by the Chief Human Resources Officer or his/her designee at the time of their insertion in the file. Anonymous statements shall not be placed in the file. If a specific document does not originate from the individual or does not include by its definition a copy for the individual, the Administration shall send a copy of the document to the individual at the time of its insertion in the file.

14.5: Inspection and Duplication: The faculty member has the right and responsibility to inspect his/her file at reasonable times. The Administration shall not levy a charge for the inspection of files, nor may it levy a charge for the duplication of the contents of a file.

14.6: Access: Personnel files shall be maintained with access provided to them in accordance with law, including O.R.C., Chapter 1347 (The Ohio Privacy Act). Appropriate academic administrators and the Association shall have routine access to personnel files. Individual faculty members shall have routine access at reasonable times to their files. Faculty members engaged in activities mandated by this Agreement shall have routine access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition, such as the Distinguished Professor Award, shall also have routine access to personnel files as needed to fulfill those duties. If unofficial or working files are maintained for individual faculty, the faculty member shall be notified of the existence of the file(s) and shall have access at reasonable times to his/her unofficial file(s).

14.7: Removal of Items: The Administration may, at its discretion, remove certain documents from the file of a full Professor and return the items to the faculty member provided that at least eight years have elapsed since the insertion of the items in the file. However, documents referred to in Article 14.2 (1), (2), (3), (6), (8), and (10) shall remain permanently in the faculty member's Official Personnel File. The Administration shall, upon written request by a faculty member, remove the following documents from a file and return them to the faculty member:

1. records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;
2. records of student grievances filed against the faculty member, providing three (3) years or one evaluation period, whichever is longer, have elapsed since the filing thereof;
3. student evaluations provided for in Article 11 (Faculty Evaluation), providing at least three (3) complete academic years or one evaluation period, whichever is longer, have elapsed since the insertion of such documents in the file;
4. chairperson's evaluation, as provided for in Article 11, completed before the most recent three (3) years or one evaluation period for tenured faculty and the most recent six (6) years for non-tenured faculty;
5. letters of discipline/reprimand, providing that the items are dated at least three (3) years or one evaluation period, whichever is longer, before removal for tenured faculty or six (6) years before removal for non-tenured faculty;
6. information not specified in 14.2 above.

The Administration agrees that material inserted in a faculty member's personnel file that is removed as the result of a formal procedure such as a grievance will be returned to the faculty member for his/her disposal. The Office of Human Resources will keep a memo that documents the originator of the request, the recipient of the request, identifies the item to be removed, and the date. A separate file of copies of items removed from personnel files will not be maintained.

YSU agrees that written allegations will be inserted into a faculty member's personnel file only after review by the appropriate supervisor (Dean or Chair, in consultation with Human Resources) and notification of the faculty member. If, upon completion of the review, it was determined that there is no basis for the allegation, the document will not be retained by the Office of Human Resources.

14.8: Faculty on Unpaid Leave: For the purposes of this article, the time periods in Article 14.7 (above) shall not include those times during which faculty members are on leave without university-related duties (e.g., disability leave, leave without pay, military leave, political leave).

14.9: Grievance Materials: Information relating to a pending grievance shall not be maintained in the Official Personnel File until all steps of the grievance procedure in Article 8 have been exhausted. Materials placed in the Official Personnel File that become involved in a grievance procedure shall be retained or removed in accordance with Article 14.7.

14.10: Access Log: The Administration shall maintain a log of all non-University employees who have accessed official personnel files and shall send a copy of the log to the Association each month provided a new entry has been made in the log during that month. In addition, the Administration shall immediately notify individual faculty members when someone not employed by the University has examined their official personnel files.

14.11: Support Materials: Materials relevant to promotion, tenure, and other personnel evaluation materials not specifically referred to in Article 14.2 shall be compiled and maintained by each faculty member. Upon application for any personnel evaluation procedure (e.g., promotion, tenure, distinguished professor, sabbatical, faculty improvement leave), the faculty member may submit his/her support material at the time of application to Human Resources to be appended to the Official Personnel File for the duration of the evaluation process. Upon completion of the evaluation process and appeals, if any, the faculty member will retrieve the support materials.

ARTICLE 15
ACADEMIC FREEDOM

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

ARTICLE 16
RETIREMENT

16.1: Summer Continuation: A bargaining unit member who retires at the end of an academic year shall be eligible to teach through the end of the Summer Term immediately following.

16.2: Sick Leave Conversion: All members of the bargaining unit who at the time of retirement have completed ten (10) or more years of active service with the University or a combination of ten (10) or more years of active service with the University together with other State of Ohio units as specified by law, shall receive payment based on the member's rate of pay at retirement for one-fourth of the individual's accrued but unused sick leave at retirement up to a maximum accrual of two hundred eight days (1/4 of 208 days = 52 days). Payment shall be based on a daily rate of 1/195 of the individual's last 9-month salary for each day. When an individual has accepted such payments, all sick leave credit accrued up to that time shall be eliminated. Such payment shall be made only once to an individual. An individual who returns to University service or any other state service after retiring may accrue and use sick leave as before but may not convert the unused sick leave at the time of second retirement. Sick leave conversion does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for sick leave conversion shall submit an official confirmation from STRS or his/her alternative retirement plan of his/her impending retirement.

16.3: Continued Benefits: For a minimum period of three (3) years after retirement a retired faculty member not employed full-time elsewhere shall be entitled to have access to the University's computing and network services, to serve as a Principal Investigator on grants and contracts, and to use an office and research facilities, including laboratories, providing he/she uses it regularly and there is sufficient space available.

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

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

16.4: Part-time Teaching: The Administration shall provide retired faculty members of the bargaining unit the opportunity to teach up to eight (8) TH each academic year with the approval of the department faculty (see Article 9.3a[10]), providing that the retiree's former department offers instruction to be taught by part-time faculty during the term(s) the retiree wishes to teach; providing the retiree's health permits him/her to carry out such an assignment; and providing that, no later than four (4) weeks before the beginning of any term during which the retiree wishes to teach, the department chairperson has received written notification of the retiree's desire to teach. The retired faculty member who teaches shall be paid at the part-time rates currently in effect. The opportunity to teach under Article 16.4 shall not be available to retired members of the bargaining unit in Extended Teaching Service (ETS) under the provisions of Article 16.5-16.8 of this Agreement.

16.5: Extended Teaching Service (Eligibility Procedure): A member of the bargaining unit who has completed a minimum of ten (10) complete academic years of full-time service at the University, who is eligible for retirement under the provisions of the Ohio State Teachers Retirement System (STRS) or his/her alternative retirement plan, and who retires under STRS or his/her alternative retirement plan may be placed on Extended Teaching Service (ETS) upon recommendation of the department faculty (See Article 9.3a(9) [10]). Those retiring under the provisions of STRS must wait for the legally mandated

number of days after retirement before beginning an ETS assignment. Faculty seeking a departmental recommendation for ETS shall notify the department chairperson no later than November 15. The recommendation of the department shall be forwarded to the applicant and dean no later than December 15. Individuals on ETS shall not retain tenure , shall not be members of the bargaining unit specified in Article 2 of this Agreement, shall not be considered full-time employees, and shall not be eligible for the University's health care insurance coverage.

Chairpersons are eligible for ETS provided that the individual has completed a minimum of ten (10) complete years of full-time service at the University with at least one of those years as a bargaining unit member. A chairperson seeking ETS shall directly notify the Dean no later than November 15. The Dean will in turn notify the faculty of the department within ten (10) days. The recommendations of the department shall be determined by secret ballot and forwarded directly to the Dean no later than December 15.

16.6: ETS: Duration, Pay, and Duties:

Assignment to ETS shall be available to eligible faculty members for a period of up to five (5) years. The duration of ETS shall be determined through consultation between the eligible faculty member and the Administration. Continuation in ETS status beyond five (5) years may occur if the individual wishes to continue, but subject to final approval of the provost. Unless the retired faculty member requests fewer hours, an individual on ETS shall receive an assignment of between thirty (30) and forty-two (42) TH to be distributed over the number of years selected with a maximum of eleven (11) TH in any semester and twelve (12) TH in any academic year. The teaching assignment(s) may apply to one or two semesters per academic year. The department chair will develop, in consultation with the faculty member on ETS, a tentative teaching schedule for each year of ETS before May 1 of the year preceding. Any changes in that schedule related to TH must be approved by the provost.

Individuals on ETS shall receive teaching opportunities over part-time faculty in a particular department. In case of retrenchment, individuals on ETS shall be retrenched after part-time faculty and before full-time faculty in a given academic department. The department chairperson shall consult with the individual on ETS prior to finalizing the teaching schedule and related matters. An individual on ETS shall post and observe office hours for students. ETS faculty shall be paid an amount equal to the number of THs taught times .035 of the 9-month salary of the individual at the time of retirement. Payment shall be monthly in appropriate increments.

Those on ETS have obligations for teaching and holding office hours but have no obligation for advising, university service, scholarly activity, or any of the non-teaching activities outlined in Appendix C in this Agreement.

16.7: Sick Leave and Insurance: An individual who chooses ETS status shall be paid for accrued but unused sick leave as provided for in Article 16.2; during service on ETS status, the individual shall accrue sick leave at the regular rate (1.67 days monthly) but may not convert accrued but unused Sick Leave a second time. If the individual chooses, he/she shall have the opportunity to participate in the group life insurance program by paying the University the appropriate rate, as provided for in Article 5.

16.8: ETS: Irrevocability: Faculty who elect ETS status shall notify the Administration, in writing, of their decision by January 31 of the final academic year of full-time service, providing with their notification written confirmation from STRS or their alternative retirement plan of their eligibility for retirement. The written notification shall specify the period of time the individual wishes to serve on ETS up to the limits provided in Article 16.6. The Administration shall provide for each faculty member who chooses ETS a written contract that specifies the details of the ETS appointment and that binds the

University, in accordance with the provisions of Article 16 of this Agreement. Representatives of the Administration shall meet with the faculty member to review the contract; and the faculty member may bring to the meeting a legal representative and/or a representative of the Association. Upon the execution of this contract by the faculty member and the University, the faculty member shall retain the right to revoke his/her teaching assignment for a specific year(s) during the established ETS period, providing adequate advance notification is provided the University, in which case the individual will not be paid for the year(s) in which services are not performed. Upon the execution of the contract between the faculty member and the University, the decision of the faculty member to retire shall be final, binding, and irrevocable.

16.9: Study Group on Separation Incentives: If the Administration and the Association deem it to be mutually beneficial to explore options for early retirement or early termination incentives, then a five-person study group shall be formed to investigate options and provide recommendations to the joint Negotiating Teams. Two members shall be appointed by the Association, two members shall be appointed by the Administration, and the four appointees shall jointly decide on a fifth person who will be appointed to chair the study group. The study group shall examine possibilities for an STRS-related early retirement incentive program as well as one or more separation incentives not related to STRS. The findings and recommendations of the study group shall be submitted to the joint Negotiating Teams and may be implemented by a Memorandum of Understanding if agreed to by the Administration and the Association.

ARTICLE 17
STUDENTS

17.1: The Administration and the Association reaffirm their commitment to provide the undergraduate and graduate students of YSU with the highest quality instruction possible within the limits of the resources available to the institution. The parties shall seek to maintain an environment that encourages each student to attain his/her maximum intellectual and emotional development, heightens the individual's awareness of contemporary forces in society and their impact upon the individual, and prepares students for productive careers and responsible citizenship. Accordingly, the parties commit themselves to:

1. the student evaluation of faculty teaching performance, as provided for in Article 11 (Faculty Evaluation);
2. respect for the vital role of Student Government in representing and protecting the legitimate interests of the student body;
3. the continuation in future negotiations of the consultation and briefing sessions with student leaders; and
4. the principle that a student with a legitimate academic grievance has the right to have his/her grievance heard.

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

1. Material deviation from the instructor's policy on sanctions for academic dishonesty, as indicated on the course syllabus, to the detriment of the individual student.
2. Material deviation from the grading scale or weight distribution indicated on the course syllabus by the faculty member, to the detriment of the individual student or the entire class.
3. Material breach of faculty contractual obligations as specified in the article on Teaching Rights and Responsibilities (Article 25), to the detriment of the individual student or the entire class.

Other areas of contention between a student and a faculty member may not be grieved under this section. The student should consult the department Chairperson of the faculty member's department or the Dean of the college housing the faculty member's department for further advisement in these situations.

ARTICLE 18
RETAINED RIGHTS

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

ARTICLE 19
ASSOCIATION RIGHTS

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

19.2: Access: Duly authorized representatives of the Association shall have access to the University premises for the purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

19.3: Use of University Facilities at No Cost: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members. The Association shall be permitted reasonable use of University bulletin boards, faculty mail boxes, and University mail service for communication with members of the bargaining unit.

19.4: Use of Other University Facilities: The Association shall be permitted the reasonable use of University printing/reproduction services, on a "cost-for-use" basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a "cost-for-use basis," reasonable use of University vehicles in the Motor Pool, provided that three (3) days before the date of planned travel the vehicle(s) have not been scheduled for use by any academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association's role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.

19.5: Printing of Agreement: Not later than 120 days following the ratification of this Agreement, copies of this Agreement shall be printed at the Administration's expense for distribution to all members of the bargaining unit and candidates for employment. The Administration shall provide the Association with fifty (50) copies of the Agreement free of charge. Further, the Association or its members may

purchase additional copies at cost. The Administration will post a copy of the Agreement on the Human Resources Web site.

19.6: Non-Discrimination: The Administration shall not discriminate against any member of the bargaining unit because of membership in, or activity on behalf of, the Association or its state or national affiliates or because he/she exercises his/her rights under O.R.C. 4117.

19.7: Committee Service and Duties: The president of the Association, the chairperson of the Association Negotiations Team, and the chairperson of the Association Grievance Committee will not be expected to serve on any other committees or to be available for registration and advisement duty independently of regular office hours. During the twelve (12) months preceding the expiration date of this Agreement, the provisions of this section shall apply also to members of the Association's Negotiations Team.

19.8: Association Reassigned Time: The Administration shall provide a pool of 12 TH for Association members each academic year, except in the last year of each Agreement, in which the pool of reassigned time provided by the Administration shall be increased to 45 TH, for activities related to negotiating a successor Agreement. The Association may, at its option, purchase up to nine (9) additional TH at the part-time replacement rate. Distribution of these TH shall be determined by the Executive Committee of the Association. These TH may accumulate during the term of this Agreement. Reassigned time for non-teaching equivalencies shall not apply to activities that are included in the general duties expected of all faculty.

ARTICLE 20
DUES DEDUCTION AND FAIR SHARE FEE

20.1: Payroll Deductions: Upon receipt of written authorization of payroll deductions, the Administration shall deduct Association dues (including the dues of Association affiliates) from the paychecks of all bargaining unit members in equal increments and will transmit the amount deducted to the Association promptly. The president of the Association shall, by August 20 of each year, make known to the Administration and to members of the bargaining unit the amount to be deducted annually. The Administration shall levy no charge upon the Association for administering the payroll deduction.

20.2: Fair Share Fee: In recognition of the Association's services to the bargaining unit, each member of the bargaining unit who is not a member of the Association shall, on the effective date of the Agreement or sixty (60) days after the effective date of appointment to a bargaining unit position, have a "fair share fee" deducted from his/her pay and forwarded to the Association. The Association will certify to the University the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time the Association certifies the amount of the fair share fee, it will provide the University a written report detailing the Association's fair share fee procedure.

20.3: O.R.C. Applicability: This Article is in all respects subject to O.R.C., Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.

20.4: Indemnification: The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all other damages, including attorney's fees, arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of this Article and the University's actions and conduct with respect to these provisions.

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

ARTICLE 21
ADMINISTRATION-ASSOCIATION RELATIONS

21.1: No Strike - No Lockout: There shall be no strikes or lockouts except as permitted under O.R.C. 4117.

21.2: Selection of Representatives: Each party shall have the unqualified right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection. Each party shall also ensure that at any and all times, a properly selected team or individual has been authorized to represent its interests. Each party shall notify the other immediately of those who are authorized to represent them so as to permit the appropriate and necessary meetings and discussions.

21.3: Representation Elections: The Administration recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit until such time as the Association is decertified or replaced by means of a representation election, as provided by O.R.C. 4117.

21.4: Information: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense. Such requests shall allow for reasonable time to assemble the information. The party from whom the information is sought may determine the form in which such information is submitted. Information to be provided by the University shall include the internal operating budget, the record of income and disbursement, enrollment reports, the agenda and official minutes of the Board of Trustees' meetings, and other pertinent data. The following will be sent to the Association as soon as it is available:

- the internal operating budget when adopted by the Board of Trustees;
- year-end financial reports;
- term enrollment data;
- information required for the preparation and the processing of a grievance;
- a comprehensive report from the Chief Human Resources Officer each October 1 of the membership of the bargaining unit;

a report each term from the office of the Chief Human Resources Officer of personnel changes affecting the bargaining unit since the previous report that shall include appointments, promotions, retirements, deaths, separations, and conferral of tenure.

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

21.5: Recorded Conversations: No conversation or conference between a member of the faculty and a member of the Administration shall be mechanically recorded without the full awareness of the

other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

21.6: Regular Meetings: The parties mutually agree to meet each term to address contractual matters of concern to either party to maintain a harmonious relationship. The primary objective of these meetings will be for both parties to share information and to work together in a manner that will benefit the entire University community.

ARTICLE 22
SEPARABILITY

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

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

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

22.2: Appeals of Judicial Decisions: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

22.3: Impact of New Legislation: Any provision of this Agreement that is found contrary to law but becomes legal during the life of this Agreement shall take immediate effect upon the enactment of the enabling legislation. Similarly, any provision of this Agreement that may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative changes occur during the life of this Agreement that make it illegal or impossible to fund any provision of this Agreement, the obligation of the Administration hereunder to that extent shall be suspended.

22.4: Revisions to Agreement: In the event a state or federal law affecting this Agreement is enacted during the term of this Agreement, the parties agree to meet promptly and determine those areas of this Agreement that must be revised to bring this Agreement into compliance with the law. This revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such legislation.

ARTICLE 23
ACADEMIC WORKPLACE ENVIRONMENT

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

23.2: Sexual Harassment:

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

- Practice: The Administration and Association shall jointly develop a policy and procedures for the investigation and internal resolution of reported claims of sexual harassment.

The Administration shall distribute the policy and provide periodic workshops for members of the University community to develop greater awareness and sensitivity regarding issues of sexual harassment.

23.3: Non-Discrimination:

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

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

The Administration shall distribute the policy and provide periodic workshops for members of the University community to develop greater awareness and sensitivity regarding issues of discrimination.

23.4: Academic Workplace Environment and Safety Committee: The Administration and the Association agree to establish a joint Academic Workplace Environment and Safety Committee with three (3) members of the Administration, one of whom shall be the Executive Director of Facilities, and three

(3) members of the Association. In addition, Student Government will be invited to have one (1) member on the committee. Each party shall appoint their respective members. The Association, Administration, and Student Government will submit the names of their representatives to the University president before May 1 of the preceding academic year. This committee shall coordinate, when appropriate, with counterparts representing other units on campus.

In the founding year, the committee members shall be appointed to staggered appointments of two (2) years or three (3) years, except the Executive Director of Facilities. Thereafter, the appointments will be for three (3) years to the committee.

The general responsibility of the committee will be to provide a safe and healthful workplace by recognizing hazards, recommending abatement of hazards, and recommending education programs. To fulfill this responsibility, the committee shall meet regularly but no less frequently than three (3) times per academic year and maintain minutes of committee meetings.

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

The currently identified parking lots (F-1 through F-12) at the time of this Agreement shall have card-activated gates installed to restrict parking to full-time and part-time faculty and staff. Full-time and part-time faculty and staff will also have restricted access to spaces in the western portion of Section 1-A of the M2 deck, except for those spaces designated as handicapped/disabled. Gate cards issued to students will not have the capacity to effect entrance to the above designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods faculty are under contract, except when modifications are required because of special events. Faculty will continue to have access to parking decks and "mixed" lots.

23.6: Office Space, Classrooms, and Instructional Technology: The Administration and the Association will meet and confer at least two (2) times per academic year at mutually convenient times to discuss concerns related to faculty office space, classrooms, and access to technology.

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

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

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

The University shall provide each full-time bargaining unit member with a modern computer work station connected to the campus network that meets the minimum computer standard established by the current Information Technology Master Plan.

A bargaining unit member designated by the Association shall be included on all committees established by the University to discuss information technology.

23.8: Building Access: In conformity with past practice, a faculty member who, after hours or when the University is closed, needs access to buildings in which his/her office and/or laboratories are housed will be granted a key to the building upon the approval of his/her dean. A faculty member who wishes to have a key shall submit a request for a key to his/her department chairperson.

23.9: Drug-Free Workplace: The Administration and the Association agree that it is their mutual goal to achieve and maintain a "drug-free workplace."

ARTICLE 24
FACULTY DEVELOPMENT AND RESEARCH

24.1: External Funding: Faculty members who receive grants for research and other activities that subsidize a portion of the faculty member's salary shall receive a workload reallocation providing such specific arrangements were approved by the provost before the submission of the grant proposal

24.2: Research Professors: Each year not less than eighteen (18) faculty members whose unsubsidized research is deemed meritorious of support shall be designated "Research Professors." Six (6) Research Professorships shall be reserved for probationary tenure-track faculty with the provision that these can be reallocated to the overall pool if there is an insufficient number of quality applications from this group of faculty. A faculty member will not be designated a Research Professor for more than two (2) consecutive years. Faculty on Term or Visiting contracts are not eligible for Research Professorships. A Research Professor shall teach no more than fifteen (15) TH during the two (2) semesters of the academic year.

Within ninety (90) days after completion of the Research Professorship, the faculty member shall submit to the department chairperson for transmittal to the college dean and Dean of Graduate Studies a report detailing his/her professional activities during the Research Professorship. This report shall be inserted into the member's Official Personnel File. In addition, the faculty members shall provide the department chairperson an abstract of the report for departmental distribution. Applicants shall be screened by a five (5)-member committee composed of two (2) members of the graduate faculty appointed by the Administration, two (2) members of the graduate faculty appointed by the president of the Association, and the dean of Graduate Studies, who shall chair the committee. The dean of Graduate Studies shall announce the names of those faculty designated Research Professors, and his/her decision shall be final and binding.

24.3: Intellectual Property Rights: The rights to intellectual property between any member of the bargaining unit and the University shall be governed by the applicable provisions of state and federal law. Intellectual properties may be one of three (3) types. (1) Independent faculty efforts are those properties created by the faculty member in the fulfillment of the faculty member's normal duties and responsibilities, without any significant University support. (2) Works for hire are written University-commissioned projects that are the result of the faculty member and the University knowingly and voluntarily entering into a written agreement to create a specific intellectual property; such efforts are not in fulfillment of the faculty member's normal duties and responsibilities. (3) Joint efforts occur when the faculty member and the University knowingly and voluntarily enter into a written agreement to create an intellectual property as part of the fulfillment of the faculty member's normal duties and responsibilities. The signing of a specific contract with YSU for subsidized research cannot be a stipulated condition of employment. Appendix D provides definitions of terms and specifies the allocation of intellectual

property rights. The agreement between the faculty member and the University shall conform to the terms outlined in Appendix D. If a faculty member believes that these terms have been violated, provisions of Article 8 can be invoked.

24.4: Professional Development and Scholarship of Teaching and Learning: Each year the Administration allocates a reassignment from teaching duties equal to one-half (1/2) TH for each member of the bargaining unit as of October 1 for allocation in the following year. Faculty on Term or Visiting contracts are not eligible for reassigned time under this article. By December 15, the dean shall issue a Call for Proposals for this reassigned time to faculty members in the college. The reduction of teaching load shall be prorated among the undergraduate colleges based upon the percentage of FTE bargaining unit members in each college.

Cross-appointed faculty may compete for workload reassignments in any colleges to which they are assigned. The amount of reassigned time granted by a college to cross-appointed faculty shall not exceed 4 WH times the percentage of his/her total workload assignment in that college as reflected in the annual contract of appointment. In each undergraduate college the reduction in teaching load shall be assigned to members of the bargaining unit in increments of two (2) to four (4) RH to assist faculty who are engaged in (a) professional development, (b) advising, or (c) scholarship, including the scholarship of teaching and learning, or initial distance-learning projects.

Applicants for this teaching load reduction shall be screened by a five (5)-member committee in each college composed of two (2) members of the faculty appointed by the Administration, two (2) members of the faculty appointed by the president of the Association, and the dean of the college, who shall chair the committee. The dean shall announce the names of those faculty receiving teaching load reductions no later than February 1, and his/her decision shall be final and binding. The dean shall send this announcement to faculty members in the college, with copies to the provost and to the Association. Faculty members receiving a professional development workload reallocation will, within sixty days of the end of the academic term, submit to his/her department chairperson, dean, and the provost a report of his/her professional development or scholarly activities conducted during the term.

24.5.a: Departmental Faculty Development and Travel: Each year, the university shall budget to each academic department a departmental travel fund for the duration of this contract. The amount budgeted shall be as follows:

2008-09: $600 times the number of full-time faculty members in the department
2009-10: $625 times the number of full-time faculty members in the department
2010-11: $650 times the number of full-time faculty members in the department

The departmental travel fund shall be used in accordance with department governance documents, subject to the normal university standards for allowability, and shall be utilized to provide for professional travel which is primarily in the interest of the university.

24.5.b: College Faculty Development and Travel: Additionally, the university shall budget to each College Dean's office the sum of $500 times the number of bargaining unit members within that respective college. For planning purposes, each member of the bargaining unit must provide the department chair with information on her/his anticipated development/travel plans by December 15 of the academic year. Travel plans shall include the name of conference, dates of conference, faculty member's expected participation, and estimated costs. The Dean, in collaboration with the Department Chairs, on behalf of faculty members with additional travel opportunities, will allocate unencumbered funds for additional faculty development travel. Funds shall be allocated subject to the normal university standards for allowability.

24.6: University Outreach Fee Remission: Each member of the bargaining unit shall be entitled to instructional fee remission twice per calendar year for non-credit courses offered through the Continuing Education department of University Outreach. Furthermore the bargaining unit member's spouse and dependent children shall be entitled to instructional fee remission once per calendar year for such non-credit courses, provided that there is an enrollment slot available above and beyond the enrollment level required to fund the course. Application shall be made in advance of enrollment on a form provided by University Outreach and in accordance with deadlines established by University Outreach. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course that is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year.

24.7: Publication Costs: The Administration agrees to pay both the reasonable page costs for publication of a bargaining unit member's scholarly research in a professional journal or periodical, and the cost of one hundred (100) reprints of such published material, providing the publication carries the University's identification. For those peer reviewed professional journals or periodicals where a submission fee is required, the University shall ensure that the cost of submission is supported by the University. For monographs that do not exceed one hundred (100) pages, the University will provide one hundred (100) reprints from the Central Services Department. Approval shall be secured in writing by the individual from the dean of Graduate Studies using the appropriate form before placing an order for the reprints or making financial commitment to page costs.

ARTICLE 25
TEACHING RIGHTS AND RESPONSIBILITIES

25.1: Right to Teach: Academic administrators who wish to teach may do so in coordination with, and upon approval of, the department involved but in no case if it jeopardizes the employment of a currently available full-time faculty member. Graduate assistants may be assigned to teach lower-division classes provided that they do not jeopardize the employment of currently available full-time faculty members. Non-employees of the University may not be assigned a full-time teaching load.

25.2: Textbook Selection: A faculty member may select the textbook(s) to be used in his/her courses unless the faculty member teaches a multi-section or sequential course, in which case the department faculty who are involved in teaching the course(s) shall provide for textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected.

25.3: Course Requirements: Members of the faculty shall provide a course syllabus to each student in each course taught. A printed copy of the syllabus must be placed on file in the department office. The course syllabus shall include a clear explanation of the faculty member's policies on grading and class attendance for the course, and shall be distributed to students within seven (7) days after the beginning of the term. During regular office hours, a faculty member shall explain a grade to a student who requests such explanation. The faculty member shall return to the students at least one (1) grade report in writing on a class assignment (test, examination, essay, etc.) before the deadline for student withdrawal from the course. Faculty members shall retain student materials that have not been returned to the students for one (1) term following the completion of the term in which the work was assigned. Spring Term materials should be retained through the following Fall Term.

25.4: Outside Employment: Members of the bargaining unit may accept consulting and other professional positions outside the University as long as such employment does not interfere with the individual's University responsibilities. Members of the bargaining unit will submit a written notification to their department chair or immediate supervisor before beginning outside employment. The extent of consulting and/or outside employment shall be reported to the University each term on a form provided by the University. These rights and responsibilities exist at all times, including periods of leave. A full-time appointment to the faculty of another school, college, or university is by definition unacceptable and excessive outside employment. Generally, consulting and/or outside employment shall not exceed the equivalent of one (1) workday per week.

25.5: Absences from Workload Obligations: Faculty members who are absent from teaching duties without approval of their department chairperson or dean shall forfeit one (1) day's pay for each full or partial day of absence. Faculty members are required to fulfill other duties and responsibilities as set forth in this Agreement. If the chairperson believes that a faculty member has not fulfilled his/her other duties and responsibilities, the chairperson shall bring the matter to the attention of the faculty member. The faculty member shall be subject to forfeiture of one (1) day's pay for each full or partial day of noncompliance from the time of the chairperson's notification.

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

25.7: Office Hours: Faculty members shall maintain a minimum of five (5) office hours weekly during each term (3 hours for Summer Term) at times convenient to both the faculty member and to his/her students. Office hours shall be distributed over a minimum of three (3) days each week (2 days each week for Summer Term), unless alternative arrangements have been made subject to the approval of the department chairperson. During these times, a faculty member shall be available to meet with students in connection with courses and academic advisement. Office hours missed due to emergencies or unavoidable university obligations shall not be grievable by students. A faculty member for whom fifty percent (50%) or more of his/her TH consist of online or distance-learning courses may consult with the chairperson regarding alternative office-hour arrangements.

25.8: Final Grades: The parties agree that the individual faculty member retains the authority to make the final determination of the grade to be awarded to each student in his/her courses. No individual or committee shall be authorized to change a grade, except upon the recommendation of the faculty member who awarded the grade, or as provided in Article 17.2. The provisions of this Article shall not apply in situations in which the faculty member is no longer in the employment of the University and cannot be contacted by the Administration.

ARTICLE 26
MISCELLANEOUS

26.1: Salary Checks: Faculty salary payments shall be made semi-monthly. Payments will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the University working day nearest to the fifteenth (15th) and last day of each month.

Individuals on 9-month contracts will have the option of being paid in eighteen (18) semi-monthly payments or twenty-four (24) semi-monthly payments. An individual will indicate his/her option by placing a checkmark beside the desired pay plan on his/her employment contract. An individual who makes no checkmark on his/her contract shall receive his/her pay in twenty-four (24) semi-monthly payments. The pay plan selected will remain in effect until the employee notifies the Office of Human Resources of a change. Changes in pay plan options may not be made during a contract year.

26.2: Payroll Deductions: Upon proper individual authorization, the Administration shall administer the following payroll deductions and a record shall be kept of dates of transfer. Effective January 1, 2009, these deductions shall be transmitted no later than the next pay date.

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

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

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

26.4: Fee Remission: Dependent children and spouses of bargaining unit members shall enjoy the benefits of early registration each semester they are enrolled and shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions as defined by the Internal Revenue Service. Dependent children shall be eligible for fee remission to the end of the academic year of age twenty-four (24).

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

Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. Dependent children of an employee who dies are eligible for fee remission of instructional and general fees until the end of

the academic year during which they reach age twenty-four (24). A surviving spouse of an employee who dies is eligible for fee remission as long as he/she remains unmarried.

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

This section constitutes the terms and conditions for the delivery of instructional services by YSU full-time faculty engaged in teaching regular for-credit YSU courses at sites located beyond a fifty (50) mile radius from YSU's main campus. This section does not apply to those current full-time faculty who are hired specifically to provide instruction exclusively at an off-campus site and who do not teach at the Youngstown main campus.

- Faculty shall be free to accept or reject such teaching assignments without prejudice.

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

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

- Should the off-campus course(s) trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.7. Normally, the number of overload courses shall not exceed one (1) per year per participating faculty member.

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

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

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

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

26.6: Student Organization Advisors: Faculty appointed as advisors to recognized student organizations are engaged in official University business while serving in such capacity. A pool of $2,500 each year will be available for reimbursing faculty members for costs incurred in their role as faculty advisors to student organizations.

26.7: Home Address: It is the responsibility of the bargaining unit member to provide a current address to both the Office of Human Resources and to the department chairperson. Notifications that the University sends to a faculty member's home address shall be mailed to the current address on record in Human Resources.

26.8: Andrews Student Recreation and Wellness Center: Members of the bargaining unit and retired bargaining unit members shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses/domestic partners of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utililzation data for an annual fee of $100 per person or $200 per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

26.9: Official Forms: The Office of Human Resources shall maintain a repository of official forms to be used for applying for promotion, sabbatical, faculty improvement leaves, and other applications specified in this Agreement, as well as forms for faculty evaluation. The forms shall be available in paper copy and online. These forms shall not be changed without the mutual consent of the Administration and the Association.

ARTICLE 27
TYPES AND DURATION OF CONTRACTS

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

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

Term: This type of contract is issued to a faculty member at the rank of assistant professor if the faculty member holds a terminal degree in his/her field or at the rank of instructor if the faculty member has not completed the terminal degree in his/her field. A term contract may be renewed indefinitely on an annual basis. A faculty member holding a term contract is not eligible to apply for promotion and is not eligible to apply for tenure. A faculty member holding a term contract is not eligible to apply for a sabbatical, a faculty improvement leave, research professorship, or reassigned time under article 24.4. A faculty member who has held five (5) or more consecutive term contracts shall be eligible to be nominated for a Distinguished Professor Award.

Degree Completion: This type of contract is issued at the rank of instructor to a faculty member who is actively pursuing a relevant terminal degree. The initial letter of appointment shall specify a date by which the terminal degree shall be completed. The contract will be renewed annually, pending satisfactory progress toward the completion of the

degree as determined by the chair and with the approval of the dean and the provost. Upon completion of the degree, the faculty member shall be assigned the rank of assistant professor and issued a probationary contract beginning the following term. At the request of the faculty member and with the recommendation of the chair and the dean and the approval of the provost, the faculty member will be given up to three years credit toward tenure, but in no case will the faculty member be given credit for more years than she/he has held a degree completion contract.

Probationary: This type of contract is issued to a faculty member at the rank of assistant professor or above who has completed the terminal degree in his/her field, or who holds alternative credentials proposed by the department and approved by the appropriate dean; a faculty member issued a probationary contract has not yet received tenure but is progressing toward it. The contract shall indicate the year of progression in the tenure process.

Tenure: This type of contract is issued to a faculty member who, subsequent to a tenure review, has received written notification from the president of the University that tenure has been granted. A faculty member who has been issued a tenure contract will be sent annual letters of reappointment specifying rank and salary.

Terminal: This type of contract is issued to a faculty member when it is known at the time contracts are issued that the year covered by the contract is to be the final year of service.

Visiting: This type of non-tenure track contract is issued to a faculty member for a term of up to one year and may be renewable to cover a period of up to three academic years. The number of visiting contracts for a year shall not exceed six. The salary for a visiting faculty member that falls below the minimum for a particular rank specified in Article 4 shall be determined by consultation and approval of the Executive Committee of the Association and the provost. Faculty on a visiting contract shall not have the shared rights specified in Article 9.3a of the Agreement. Faculty on a visiting contract shall not be eligible to apply for a sabbatical, an FIL, a Research Professorship, or reassigned time under Article 24.4 and shall not be eligible to receive a Distinguished Professor Award.

Supplemental: The Administration and the Association may develop supplemental contracts for faculty to perform duties beyond those that are included in the expected activities of faculty. Such contracts shall be reviewed for approval by a three-member committee made up of one member appointed by the provost, one appointed by the Association president, and one member mutually selected by the two appointees. Such approval is not required for supplemental payment funded from external sources or amounts less than $200.00

27.3: Other Contracts: In special circumstances, an exception to the types of contracts listed in Article 27.2 of the Agreement may serve the interests of both the University and the Association. In such cases, the provost and the president of the Association, with the approval of the Executive Committee, may agree to a contract under terms other than those indicated in Article 27.2. It is understood, however, that all such faculty shall be members of the bargaining unit and shall be subject to the terms of the Agreement.

ARTICLE 28
DISTANCE LEARNING

Definitions: The Administration and Association recognize that advances in technology may allow for the development of technologically innovative methods of instruction that enhance accessibility to learning and may increase enrollments. The term "Distance Learning" or "Distance Education" as used herein refers to instruction where the instructor and the student are separated geographically so that face-to-face communication is absent. Communication is accomplished instead by one or more technological media, and may be either asynchronous (i.e., totally online/web based) or synchronous. Distance education may employ correspondence study, or audio, video, or computer technologies now known or hereafter developed, utilized to teach any distance course originating from or sponsored by the University. "Course" refers to any class offered for credit or non-credit. This includes, but is not limited to, both distance education classroom courses and online courses. The provisions in this article, unless otherwise stipulated, shall refer to all distance learning.

28.1: Distance Learning Review Committee: A Distance Learning Review Committee (DLRC) composed of the Distance Learning Director, one individual appointed by the president of the Association, one individual appointed by the Administration, and one member from each college, recommended by the dean of that college and appointed by the Provost, shall be established. With the exception of the Distance Learning Director, who shall be a standing member of the DLRC, members of this committee shall serve a two year term. However, in order to establish a rotating two-year cycle, the initial appointees for the Association, STEM, F&PA , and EDUCATION shall serve a one-year term while the initial appointees for the Administration, CLASS, H&HS, and BUSINESS shall serve a two-year term. The Distance Learning Director shall serve as chair of this committee. The charge of this committee shall be to:

1. Review the Faculty Distance Learning Agreement (FDLA) form for completeness. These forms will be made available on the Distance Education Website.
2. Review any requests for a distance learning course workload exceeding that described in the FDLA.
3. Forward recommendations of said review to the Distance Learning Director.
4. Timelines for filing the FDLA shall follow the dates specified in the Schedule of Operations.

28.2: Responsibilities: The following describes the role and responsibilities of those parties involved with distance learning:

I. A faculty member, in consultation with his/her chair, who agrees to participate in a distance learning course shall submit an FDLA to the appropriate office.
2. During the period of this contract, opportunities to participate in distance learning can be accepted or rejected by faculty members without prejudice.
3. A faculty member teaching distance learning courses will be provided training if needed, and will be required to attend training consistent with the needs of the bargaining unit faculty member and the nature of the technology.
4. A faculty member teaching distance learning courses shall minimally comply with all of the standard practices, procedures, and criteria that have been established for traditional in-the-classroom courses, except as set forth below.

- **Asynchronous Class Size:** Determination of class size for a distance learning class should be based on pedagogical considerations. The maximum asynchronous class size shall be 26 students, unless the faculty member assigned to teach the class permits more students to enroll.
- **Support Services:** Within the limits of available resources, the University shall provide technology, software, equipment, and personnel as specified in the Distance Learning Strategic Plan. Further, the University shall provide the required training consistent with the needs of the bargaining unit faculty member and the nature of the technology. In addition, the University shall maintain all equipment reasonably necessary for the development and delivery of distance education in accord with University approved technologies.

5. The deans' and department chair's review and coordination of distance education courses shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the college and department.

28.3: Workload: The Administration and the Association support the development of distance-learning courses as defined in Article 11.5.b. The parties recognize the value and importance of distance learning when appropriately used by the institution and those it serves. In that regard, the parties encourage the development of distance learning courses.

1. Within each college actively involved in asynchronous distance learning, a Bargaining Unit Faculty Member shall receive reassigned time of two (2) workload hours (WH) for instructional design to develop a new or make major revisions to an approved online distance learning courses. as specified in the DL Strategic Plan.
2. A course developer shall have first right of refusal to teach the course developed.
3. Compensation for the instruction of an asynchronous distance education course shall equal the workload hours for that course plus one (1) additional workload hour unless otherwise agreed to in the Faculty Distance Learning Agreement.
4. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate fulltime bargaining unit positions at the University.

APPENDIX A
DEFINITIONS

DEPARTMENT	refers to academic, administrative, and other budgetary units of the University. An academic department is a budgetary unit that serves the institution's missions of instruction, scholarship, and service.
DISTANCE LEARNING	refers to instruction where the instructor and the student are separated geographically so that face-to-face communication is absent and is accomplished, instead, by one or more technological media. Distance learning courses may be either asynchronous (i.e., totally online/web based) or synchronous.
DOMESTIC PARTNER	refers to a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the same-sex employee for not less than the continuous preceding twelve (12) months. Affidavits shall be on a form provided by the University and maintained in its records.
FACULTY MEMBER	refers to individuals included in the bargaining unit as defined in Article 2, unless specified otherwise within and for the limited purpose of a particular article.
LEAVE OF ABSENCE	refers to a temporary release from contractual duties for a period of up to one year and is subject to renewal.
LOAN OF FACULTY	refers to a full or partial temporary reassignment from one department to another within the University in accord with the job description and the individual's qualifications.
NORMAL ATTRITION	refers to any reduction in departmental personnel due to resignation, retirement, transfer or nonreappointment (for reasons other than retrenchment), or death.
RETRENCHMENT	refers to a reduction in department personnel because of financial exigency, program curtailment, or decreased student credit hours.
SCHOLARSHIP	refers to the faculty duty to maintain a working commitment to inquiry, research, and/or creative achievement as appropriate to one's field and, to the extent possible, to join one's scholarship with effective classroom teaching.
SERVICE	refers to the faculty duty to act as a responsible "citizen" of one's learned profession, and as an officer of one's educational institution. After a period of personal growth and development as a teacher and creative scholar, a faculty member is expectedly to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

TEACHING	refers to the faculty duty to attain and maintain comprehensive knowledge in one's field of study, to prepare thoroughly, to show intense interest in students as well as sensitivity to student interest, to maintain open-mindedness, independence and integrity, and above all, to have and to transmit intellectual enthusiasm to students.
TERMINAL DEGREE	refers to the Ph.D. degree or an equivalent, research-oriented doctoral degree in all fields that grant a doctorate. In fields where there is no doctorate, the educational requirements for a probationary appointment will be determined by the academic department, with the approval of the college dean. Decisions regarding the appropriate credentials shall be based upon documented national standards, e.g., those set by professional associations or accrediting agencies.
TRANSFER OF FACULTY	refers to a permanent reassignment from one department to another within the University in accord with the job description and the individual's qualifications.

APPENDIX B
RETRENCHMENT MATRIX

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

Partial loan to a non-academic department	When a tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary, and tenure status.	When a non-tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary, and tenure status; his/her years on partial loan count towards tenure; the "home" department continues to make tenure, promotion, and salary recommendations for the loaned faculty member.

APPENDIX C
FACULTY TASKS, DUTIES, AND ASSIGNMENTS

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

A. *Teaching*. The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

B. *Scholarship*: The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity, whether in inquiry and investigation, writing, design and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching.

C. *Service.* A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

A representative list of tasks, duties, and assignments of the members of the bargaining unit in the area of teaching, scholarship, and service follows:

(a) Teaching:

Teaching may include the following activities:

(1) instruction, preparation, and supervision;

(2) field-based or off-campus instruction;

(3) laboratory design, preparation, instruction, supervision, and other associated responsibilities;

(4) student teacher supervision and evaluation;

(5) measurement of student performance including the preparation, administration, grading, and evaluation of tests, papers, examinations, and reporting of grades;

(6) conferences with and academic advisement of students outside of their registration needs;

(7) coordination, supervision, and evaluation of student research beyond regular course assignments, including research for a graduate degree;

(8) coordination and supervision of student activities directly related to the academic program such as directing the debate team or supervising the intramural athletic program;

(9) coordination and supervision of academic programs such as Classical Studies, Engineering Technology programs, and English Composition;

(10) experiments in teaching methods and teaching-oriented research;

(11) writing letters of recommendation for students;

(12) selection and procurement of books, films, and other materials for classroom or laboratory use;

(13) evaluation periodically of library holdings and recommendation of books to be ordered by the library;

(14) development of new courses and programs of study;

(15) service as a member of a graduate student's research project committee; and

(16) other similar activities.

(b) Scholarship:

Scholarship may include the following activities:

(1) research which leads to the discovery of new knowledge or new applications of existing knowledge;

(2) research intended to lead to publication in scholarly journals or books;

(3) research related to the scholarship of teaching and learning;

(4) ongoing reading and research to maintain proficiency and growth in one's field of professional specialization;

(5) in the case of fine and performing arts, regular practice and performance to maintain and develop professional skills;

(6) research intended to lead to the preparation and presentation of a scholarly paper to a professional society, or a paper in one's field of specialization to any group;

(7) editing professional journals and serving as a referee of manuscripts that have been submitted to a journal;

(8) reviewing texts in one's field of specialization for publishers;

(9) holding membership or an office in professional associations;

(10) attendance and participation in meetings, conferences, and conventions of professional associations;

(11) writing proposals for financial support of research or other projects, including academic institutes or workshops;

(12) consulting with YSU faculty on research proposals or projects;

(13) University-sponsored research;

(14) discipline-connected consultation or discipline-connected community service; and

(15) other similar activities.

(c) Service:

Service may include the following activities:

(1) service on department, college, and University committees;

(2) service on Association committees;

(3) service on the Academic Senate and its committees;

(4) service on University-related committees;

(5) participation in University-sponsored activities to recruit students;

(6) interviewing and screening candidates for faculty and staff appointments;

(7) coordination, advisement, and supervision of student organizations or student activities not directly related to the academic program;

(8) advisement and counseling of students during registration periods;

(9) participation in University-sponsored community service or community projects;

(10) taking inventory of equipment and supplies;

(11) service as the designated representative of the University;

(12) participation in community-sponsored activities within the University such as the United Appeal drive;

(13) discipline-related public service;

(14) mentoring of faculty;

(15) activities related to General Education Requirements; and

(16) other similar activities.

APPENDIX D
ALLOCATION OF INTELLECTUAL PROPERTY RIGHTS

A. Definition of Terms

Intellectual Property: Inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of faculty.

Invention: Any discovery, product, process, machine, composition of matter and/or improvements which may be patentable.

Patent/Patentable: Any invention or other matter that may be patentable under the patent laws of the United States or foreign country.

Trade Secret: Any information which (a) derives economic value from not being readily known or available to others, and (b) is protected from disclosure by reasonable efforts.

Sponsored research: Third parties by agreement or default to joint efforts.

Copyright/Copyrightable: Any original work of authorship protectable under the copyright laws of the United States or foreign country.

Gross Royalty Income: Gross revenue resulting from a given Intellectual Property.

Net Royalty Income: Gross royalty income less costs incurred by the inventor(s)/author(s), the University, and any third party commercializing the product, including securing legal protection and licensing.

University support: Significant use ($5000 in unreimbursed use, other than incidental uses which include public facilities and normal services including library and computer use) in connection with the work, including support provided by another organization when administered or controlled by the University. Significant use of University facilities means extensive unreimbursed use of laboratory, studio, or computer facilities, or human resources.

Sabbatical/Faculty Improvement Leaves, Research Professorships, and reassigned time for normal duties are specifically excluded from consideration as significant use.

B. Copyrights

Individual faculty efforts are owned by the author.

Works-for-hire by YSU are owned by the University. They are not normal research or teaching assignments.

Joint efforts are owned by the author. For works for hire and joint efforts,

1. First $5000 gross to author

2. Pro-rata split for University reimbursement and documented expenses in excess of $5,000.

3. Thereafter, up to $50,000, 90% to author,
10% to University.
above $50,000, 75% to author,
25% to University

C. Patents and Trade Secrets

Individual faculty efforts are owned by the inventor.

University supported efforts, whether works-for-hire or joint efforts, are owned by YSU in accord with state statute. Accordingly,

1. First $5000 gross to inventor

2. Pro-rata split for University reimbursement and documented expenses in excess of $5,000

3. Thereafter, up to $50,000, 90% to inventor;
10% YSU.
$50,000 to $100,000, 75% to inventor;
25% YSU.
above $100,000, 50% to inventor,
50 % YSU.

D. Computer Software
Such products may be copyright, patent, or trade secret work and should be allocated accordingly.

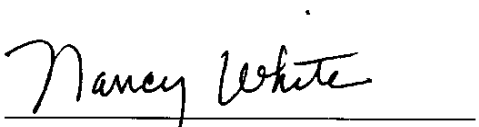
E. Distance Learning Materials

Copyrighted materials or materials which can be copyrighted (for example, tapes, CDs) fall under the provisions of (B) above

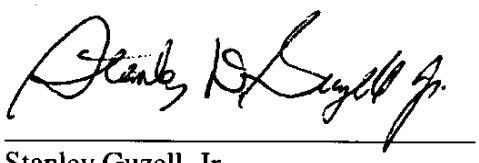
SIGNATURE PAGE

In witness whereof, the parties hereto, by their duly authorized agents and officers, have affixed their signature.

Youngstown State University
Chapter of Ohio Education
Association



Nancy White
President

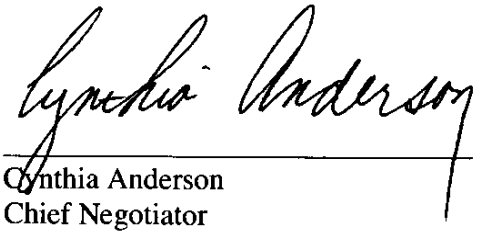


Stanley Guzell, Jr.
Chief Negotiator

Youngstown State University



David C. Sweet
President



Cynthia Anderson
Chief Negotiator

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