

**ARTICLE 17**  
**BENEFITS**

**Section 1. Insurance Benefits**

A. Coverage

From January 1, 2010 through December 31, 2010, the University will provide bargaining unit faculty with substantially equivalent substantive insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans, premiums, contributions, co-pays and deductibles as have been provided to bargaining unit members pursuant to the 2005-2009 collective bargaining agreement, subject to the same terms and conditions, and subject to the provisions of this Article. In addition to eligible spouses and dependent coverage, coverage shall also be extended to eligible same sex domestic partners (who must meet the qualifications as set forth in the Affirmation of Domestic Partnership, a copy of which is appended to this Agreement, and must complete such Affirmation), as well as to the eligible dependents of eligible same sex domestic partners. A description of these insurance benefits is set forth in the summary plan description attached to this Agreement (**Attachment #1**). The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.

- B. From January 1, 2011 through December 31, 2013, the University will provide bargaining unit faculty with insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans, co-pays and deductibles as are set out in Attachment No. 2. In addition to eligible spouses and dependent coverage, coverage shall also be extended to eligible same sex domestic partners (who must meet the qualifications as set forth in the Affirmation of Domestic Partnership, a copy of which is appended to this Agreement and must complete such Affirmation), as well as to the eligible dependents of eligible same sex domestic partners. With respect to the Summary Plan Description set out in Attachment No. 2, the actual Plan document is written in much more technical and precise language. If the non-technical language of the Summary Plan Description in Attachment No. 2 and the technical language of the Plan document conflict, the language of the Plan document shall govern.

- C. From January 1, 2011 through December 31, 2011, bargaining unit faculty will offset the cost of insurance benefits set out in paragraph B and through payroll deduction in the following amounts:

**Annual Employee Contribution for Medical Insurance**

<b>PPO 90% Gold Plan</b>							
Percent of University Employees Per Tier	<b>7.5%</b>	<b>10%</b>	<b>20%</b>	<b>25%</b>	<b>20%</b>	<b>10%</b>	<b>7.5%</b>
Percent of Premium	<b>12%</b>	<b>13%</b>	<b>14%</b>	<b>15%</b>	<b>16%</b>	<b>17%</b>	<b>18%</b>
Salary Range	<b>Less than 28,000</b>	<b>\$28000.01 - \$33,000</b>	<b>\$33,000.01 - \$43,000</b>	<b>\$43,000.01 - \$59,000</b>	<b>\$59,000.01 - \$80,000</b>	<b>\$80,000.01 - \$106,000</b>	<b>\$106,000 +</b>
<b>2011 Premium Rates</b>							
<b>Employee Only</b>	\$700	\$758	\$816	\$875	\$933	\$991	\$1050
<b>Employee + Spouse/ Domestic Partner</b>	\$1400	\$1516	\$1633	\$1750	\$1866	\$1983	\$2100
<b>Employee + Children</b>	\$1331	\$1441	\$1552	\$1663	\$1774	\$1885	\$1996
<b>Employee + Spouse/ Domestic Partner + Children</b>	\$2030	\$2200	\$2369	\$2538	\$2707	\$2876	\$3046

<b>PPO 80% Blue Plan</b>	
<b>5% of Premium for all Salaries</b>	
<b>Employee Only</b>	\$262
<b>Employee + Spouse/ Domestic Partner</b>	\$523
<b>Employee + Children</b>	\$497
<b>Employee + Spouse/ Domestic Partner + Children</b>	\$759

Each calendar year thereafter the salary tiers set out above will change referencing salaries as of September 1 of that calendar year but the percent of employees in each tier will remain the same. The actual employee contribution amounts will change each calendar year based on the COBRA rates established.

D. Retiree Spouse and Dependent Healthcare Coverage

Through December 31, 2013, for all bargaining unit faculty members who were hired prior to January 1, 1992 and who retire from the University and begin to collect their state public pension and who have at least ten (10) consecutive full-time service years at the University immediately prior to retirement, their spouses and dependents eligible for insurance when the retiree's health insurance coverage was terminated by the University shall receive medical and prescription drug benefits (High Plan only) which are substantially equivalent substantively to such benefits received by the spouses and dependents of active bargaining unit faculty. The contribution to monthly premium will be fifteen percent (15%). However, bargaining unit faculty who were hired after September 13, 1977, and retire after December 31, 2010 will receive no life insurance benefits.

E. Initiation of Benefits Coverage

Newly hired bargaining unit faculty members and their eligible spouse, domestic partner and/or eligible dependents, as applicable, shall be entitled to the benefits provided in this section beginning the first day of the month following their date of hire.

F. Wellness Program: The University shall implement a wellness program designed to improve health, reduce health risks, improve the management of chronic disease and encourage the efficient use of health care resources. For the 2011 plan year, the wellness program will include the following initiatives.

- Bargaining unit faculty and covered spouse/domestic partner who are covered under the University's Medical and Prescription Drug Plan who complete a Health Risk Assessment prior to March 31, 2011 will receive \$120, less statutory deductions, in the last pay period in May of 2011. Payments will be made to the bargaining unit faculty member.
- The University will provide all bargaining unit faculty and covered spouse/domestic partner up to \$500 of smoking cessation drugs, counseling, etc. at no cost, during the term of this Agreement.
- The University will provide all covered individuals 100% coverage for all preventive and wellness services under the federal healthcare reform guidelines.

G. Employee Assistance Program

The University will provide an employee assistance program to all bargaining unit faculty through Behavior Management Associates, Inc.

(dba Impact Solutions) and the Inter-University Council Purchasing Group (IUC-PG).

H. Spousal Eligibility

Spouses with access to subsidized health coverage through their own place of employment, where the employer contributes at least 50% or more of the cost, are restricted to secondary University coverage allowance at full employee cost for the same.

I. Section 125 Plan

The University shall maintain its current Section 125 Plan for the duration of this Agreement, except that the maximum contribution to an employee's Flexible Spending Account shall be increased from \$3,500 to \$5,000, effective January 1, 2011; provided, however, that the maximum amount

Section 2. Leaves of Absence

A. Sick Leave

1. General policy

- a. The University shall provide paid sick leave to all bargaining unit faculty, as outlined below.
- b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
  - (i) Personal illness, pregnancy, or injury (if the illness or injury is for more than five (5) days, Human Resources may require a physician's certificate).
  - (ii) Exposure to contagious disease which could be communicated to other members of the University community.
  - (iii) Illness or injury in the individual's immediate family (as defined below).
  - (iv) Death (to a maximum of five (5) days) in the individual's immediate family (as defined below).
  - (v) Medical, psychological, dental, or optical examination or treatment of the employee or a member of his or her immediate family (as defined below).

c. Definitions.

- (i) Immediate Family: The employee's immediate family is limited to the employee's current spouse/same sex domestic partner, parents, children, dependent children of same sex domestic partner, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, current mother-in-law, current father-in-law, step-parents, step-children, step-siblings or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of the parent.
- (ii) Pay Status: Active pay status means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave and administrative leave. No pay status means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

2. Accrual of sick leave credit

- a. Sick leave is accrued at the rate of ten (10) hours per month for all twelve (12) months of the year, or as otherwise provided by law.
- b. Only accrued sick leave hours can be requested for authorized paid absences.
- c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
- d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave

- a. Sick leave must be requested as far in advance when possible. If advance notice is not possible, then it must be requested by the employee or employee's legal

representative by notifying the department head as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstance exist.

- b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave, and also reserves the right to obtain a second certification from a physician of the University's choice, and at the University's expense. When such certification or verification is required, it shall be collected by the Human Resources for audit and retention.
- c. For 12-month bargaining unit faculty, a continuous period of sick leave commences with the first (1<sup>st</sup>) day, or part of a day, of an absence and includes all subsequent days, or part of a day, except Saturdays, Sundays, and holidays observed by the University, until the employee returns to work. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- d. For academic year (9-month) bargaining unit faculty, a continuous period of sick leave commences with the first (1<sup>st</sup>) day of an absence and includes all days classes are in session during the academic year or summer session except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- e. Bargaining unit faculty shall comply with the sick leave reporting system as established by Human Resources.
- f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work, and reserves the right to obtain a second (2<sup>nd</sup>) certification from a physician of the University's choice and at the University's expense.
- g. Paid sick leave will be charged when used.

- h. When sick leave is used, it will be deducted from the employee's accumulated total, one (1) hour for each hour thereof of absence.

4. Transfer of sick leave

A bargaining unit faculty member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum accumulation which would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement

- a. Upon retiring from active service with the University after ten (10) or more years of service with the State or any of its political subdivisions, a bargaining unit faculty member may elect to be paid for one-fourth ( $\frac{1}{4}$ ) of the accrued but unused sick leave credit up to a maximum of one-fourth ( $\frac{1}{4}$ ) of one hundred twenty (120) days. This payment will be based upon the bargaining unit faculty member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.
- b. At the election of the bargaining unit member, such payment will be made upon retirement in a lump sum or in up to three (3) annual installments. If made in one (1) lump sum, payment is made in one (1) paycheck at the end of the month in which the retirement is effective.

6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.

7. Vacation leave may not be converted to sick leave unless the employee or a member of the employee's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days medically certified may be converted to sick leave.
8. Sick leave shall not be paid upon the death of an active employee.

B. Vacation

1. Academic Year Bargaining Unit Faculty

Bargaining unit faculty on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for all academic recesses, breaks, and holidays as scheduled during the academic year.

2. 12-month Bargaining Unit Faculty

Bargaining unit faculty on a full time 12-month appointment (effective July 1) have twenty-two (22) working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.

Bargaining unit faculty are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of forty-four (44) days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of forty-four (44) days (352 hours) shall be forfeited on June 30 of each year.

To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative department director. The use of vacation leave may be authorized in advance of accrual upon approval of the appropriate dean or administrative department director, and with final approval of the President or appropriate vice president. Upon separation from service, the bargaining unit member's final pay check shall be reduced by the amount of used, but not accrued, vacation leave.

If a bargaining unit member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the bargaining unit faculty member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of twenty-two (22) days.

Upon separation of service, payment for accrued and unused vacation leave shall be made to the bargaining unit faculty member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of twenty-two (22) days.

For purposes of calculating the lump-sum payment upon (1) 12-month to 9-month employment status change or (2) separation, twenty-two (22) working days shall be equal to one twelfth ( $\frac{1}{12}$ ) of the annual salary of the bargaining unit member.

If a bargaining unit faculty member dies during active pay status, the accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave shall be paid in accordance with the Ohio Revised Code §2113.04 up to a maximum of twenty-two (22) days.

#### C. Family and Medical Leave

Under the Family and Medical Leave Act of 1993 ("FMLA"), up to twelve (12) weeks of leave without pay during any twelve (12) month period are provided to eligible bargaining unit members for certain family and medical reasons. Bargaining unit members are eligible if they have been employed by the University for at least twelve (12) months, this twelve (12) month period need not be consecutive, and worked at least 1,250 hours (0.6 FTE) over the twelve (12) month period preceding the leave. FMLA leave without pay will be granted for any of the following reasons:

1. The birth of a child, the care of a newborn child, or placement of a child with the bargaining unit member for adoption or foster care;
2. A serious health condition of the bargaining unit member that renders him or her unable to perform his/her job functions; or
3. In order to care for a bargaining unit member's child, spouse, or parent who has a serious health condition.
4. A "qualifying exigency" arising out of the fact that the employees spouse, child or parent is called to covered active duty (or notified of an impending call or order to active duty) with the Armed Forces,

including the National Guard and Reserves. Covered active duty means duty during deployment of the Armed Forces member to a foreign country. A qualified exigency may include short-notice deployment, attending military events, arranging for alternative childcare, addressing financial and legal arrangements, seeking counseling, attending post-deployment activities, and other similar circumstances.

*Note: Leave related to a child's birth or placement for adoption or foster care must be completed within the twelve (12) month period beginning on the date of the birth or placement.*

A leave of absence of up to twenty-six (26) weeks in any single twelve (12) month period (rolling forward) will be granted to eligible bargaining unit members for the following purposes:

- a. To care for a covered family member or next-of-kin (nearest blood relative) who has a serious injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces (or existed before the active duty began and was aggravated in the line of active duty in the Armed Forces) and that may render the service member medically unfit to perform his/her duties. The service member must be: (1) undergoing medical treatment, recuperation or therapy; (2) in outpatient status; or (3) on the temporary disability retired list for the serious illness, or injury.
- b. To care for a veteran who is a covered family member or next-of-kin (nearest blood relative) who has a qualifying serious injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the member's active duty began and was aggravated by service in the line of active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. The veteran must be undergoing medical treatment, recuperation, or therapy for the serious injury or illness and have been a member of the Armed Forces during the five (5) years preceding the date on which the veteran underwent the medical treatment, recuperation, or therapy.

*Note: Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in any single twelve (12) month period.*

Paid vacation leave or sick leave may, at the employee's option, be substituted for FMLA leave.

If the bargaining unit member fails to provide at least thirty (30) days advance notice when the leave is clearly foreseeable leave may be delayed until at least thirty (30) days after the date the employee provides notice to the employer. If the bargaining unit member fails to provide a medical or other certification to support a request for leave, leave may be delayed until certification is provided. If the employee never produces certification then the leave is not FMLA leave. The University may, at its own expense, request a second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) opinion. If the employee or employee's family member fails to authorize his/her health care provider to release all relevant medical information pertaining to the health condition at issue, as requested by the health care provider for the second/third opinion, the University may deny the taking of FMLA leave. However, if the University requests a second and/or third opinion, and the employee authorizes his/her health care provider to release the relevant medical information, the employee is provisionally entitled to the FMLA leave pending the employer's receipt of the relevant medical information.

Group health benefits will be continued for the duration of an FMLA leave. Upon return, a bargaining unit member will be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.

A "rolling" twelve (12) -month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the "twelve (12) month period" in which the twelve (12) weeks of FMLA leave entitlement occurs.

Family and Medical Leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to Human Resources; and approval of the request made by Human Resources.

When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the bargaining unit member must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation and the University may temporarily transfer the member to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit members beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

Additional information about the FMLA is in **Attachment 2** in this Agreement. For questions or further information about the FMLA, please contact the Human Resources Department.

D. Court Leave

1. Except as otherwise provided by law, employees will be granted leave with pay if:
  - a. Summoned for jury duty by a court of competent jurisdiction;
  - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by the law to compel the attendance of witnesses, where the employee is not a party to the action; or
  - c. Participating in any action, as an appellant or subpoenaed witness, before the State Personnel Board of Review (SPBR) and is in active pay status at the time of scheduled hearing before the SPBR.

When utilizing court leave, a copy of the summons or subpoena must be forwarded to Human Resources for retention in the employee's personnel file. The "notes" area of the time record should indicate "lwp-court leave".

2. An employee who is appearing before a court or other legally constituted body in a matter in which the employee is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.
3. Proof of appearance will be required.
4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, and for which the employee was paid by the University, shall be remitted by the University employee to the payroll office.

E. Disability Leave

A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the bargaining unit faculty member

has exhausted all accrued sick leave. The bargaining unit faculty member must exhaust all paid leave before going on unpaid disability leave. A bargaining unit faculty member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six (6) months for a total of one (1) year. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave, but will provide all other employment benefits that the employee elects during an enrollment period, or subsequent qualifying event, subject to the applicable employee's timely contributions in providing the same.

A bargaining unit faculty member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the bargaining unit faculty member will be reinstated to his or her position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave

The University will comply with all current state and federal laws regarding bargaining unit faculty who either enlist or are drafted into the uniformed or Armed Forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05 and O.A.C. 123:1-34-01-05, and provide in part as follows.

1. A bargaining unit faculty member who performs reserve duty is entitled to leave of absence from the member's positions without loss of pay for the time the member is performing service in the uniformed services, for periods of up to one (1) month, and thereafter if called to active duty will be paid each month an amount that equals the difference between the member's gross monthly wage or salary as a University employee and the sum of the member's gross uniformed pay and allowances received for that service.
2. A bargaining unit faculty member who is called to active duty or active duty training in the uniformed or Armed Services shall have the right to continue all or part of existing health and dental insurance benefits (including dependent coverage) on the same terms as if the bargaining unit faculty member were working fulltime in the bargaining unit. In addition, such activation shall be considered a "qualifying event" for purposes of being able to modify benefits coverage.

G. Adoptive and Foster Parent Leave

Upon the adoption of a child or arrival of a foster child, a bargaining unit faculty member who is on active pay status is entitled to twenty (20) working days of paid leave which will not be taken from sick days, but counted as part of FMLA leave.

H. Maternity Leave

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of paid sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of paid sick leave, as long as the employee has accrued the requisite amount of sick leave, and if less, then shall be entitled, to use such lesser amount. In any event, the use of such sick leave shall be at the employee's option to use however much sick time as the employee deems appropriate. If, upon delivery of the child, the employee is not in pay status, but becomes in pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued paid sick leave upon being in pay status for the remainder of the six (6) or eight (8) week period, as applicable. In any event, after using (or not using) such sick leave, the employee is granted twenty (20) working days of paid Maternity Leave not taken from sick days. In addition to the paid maternity leave, such bargaining unit faculty member who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability.

In addition, the employee is entitled to FMLA leave if a pre- or post-delivery bargaining unit faculty member wishes to be absent from work for a period of time longer than the period of actual physical disability (see Family and Medical Leave subsection C, above).

Use of Maternity Leave shall count as part of the twelve (12) week FMLA leave.

I. Paternity Leave

A bargaining unit faculty member who is on active pay status upon a pregnant spouse's delivery is granted, within one-hundred and eighty (180) days of the delivery, twenty (20) working days of paid paternity leave which will not be taken from sick days, but counted as part of FMLA leave.

J. Special or Emergency Leave

The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a bargaining unit faculty member and granted if supported by the department or unit head, dean, and Provost and approved by the Board. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the University.

Section 3. Child Day Care

Bargaining unit faculty covered by this agreement may be provided Full-Day Pre-School, Toddler Full-Day and/or Hourly/Flextime Pre-School services at the University's Center for Child Development as long as the University maintains the program, and at tuition rates equal to the University's cost for the same. This benefit can be provided only as space is available and on a first come basis.

Bargaining unit faculty utilizing the Center's services shall be responsible for all other fees as incurred.

Section 4. Retirement Plans

- A. State Teachers Retirement System of Ohio. All bargaining unit members covered by this Agreement shall have the option based on their date of hire and eligibility as determined by State Teacher's Retirement System (STRS) to participate in one of STRS's plans – currently a defined benefit plan, a defined contribution plan or a combination plan. Employee and employer rates of contribution to the plan are set by the STRS Board.
- B. Alternative Retirement Plan (ARP). The University shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit members who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.
- C. Tax-Sheltered Annuities - Section 403 (b). Bargaining unit members covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by Section 403 (b) of the Internal Revenue Code. A Roth 403(b) option will be made available January 1, 2011.
- D. Ohio Public Employees Deferred Compensation Plan (OPEDCP) - 457 Plan. Bargaining unit members covered by this Agreement shall have the option to participate through payroll deduction in the Ohio Public

Employees Deferred Compensation Plan or other 457 plans offered by annuity providers.

Section 5. Tuition & Fee Reduction

A. Fee reductions for bargaining unit faculty include:

1. Credit courses

Any University bargaining unit faculty member shall be permitted to take two (2) credit bearing courses or six (6) credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four (4) credit bearing courses or twelve (12) credit hours, whichever is greater, during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four (4) credit bearing courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses

Any bargaining unit faculty member shall be permitted to take two (2) non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit bearing course fee reduction enrollment.

Some courses are not available for non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University designation assigned) on a first-come, first served basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions
  - a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
  - b. The requirements of residence in Ohio for one (1) year before the first (1<sup>st</sup>) day of any term or semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
  - c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first (1<sup>st</sup>) day of the course.
  - d. An individual may receive fee reductions under only one (1) eligibility category (e.g., bargaining unit member, spouse or dependent) during any one (1) academic period.
  - e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the University's fee reduction.
  - f. Bargaining unit employees with nine (9) month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.
4. Fee reductions for the instructional fees, or an amount equivalent to the graduate level credit fees for Ohio residents, or an amount equivalent to the School of Law credit hour fees for Ohio residents shall be deducted from total fee charges for the following groups (general fees, course fees, and other special fees not being affected):
  - a. Spouses, same sex domestic partners and dependents (including dependents of same sex partners) (as "dependents" are defined by current rules and dependency tests of the IRS) of bargaining unit faculty.
  - b. Spouses and same sex domestic partners of all bargaining unit faculty while one (1) or both are in the service of the University. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as an employee or a spouse.

- c. Spouses, same sex domestic partners and "dependents" of deceased bargaining unit faculty who were serving the University at the time of death.
- d. Spouses, same sex domestic partners and "dependents" of all retired full-time University faculty.
- e. For purposes of fee reductions, "spouses" refer to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law; and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.
- f. Fee reductions may be taxable income to the bargaining unit member.

B. Educational assistance program (Internal Revenue Code section 127)

It is the intent of the University to seek to provide this educational assistance program, the benefit of which shall be to seek to exclude all assistance provided hereunder from an employee's income to the extent allowable under Internal Revenue Code section 127. This fee reduction educational assistance program shall extend to bargaining unit employees taking courses at the University. Eligibility accrues from employment as of the first day of the semester.

1. Credit courses

Any bargaining unit faculty member shall be permitted to take two (2) credit courses or six (6) credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four (4) credit courses during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four (4) credit courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated

with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses

Any bargaining unit faculty member shall be permitted to take two (2) non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit fee reduction enrollment.

Some courses are not available for students using non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University designation assigned) on a first-come, first served basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions

- a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
- b. The requirements of residence in Ohio for one (1) year before the first day of any term of semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
- c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first (1<sup>st</sup>) day of the course.
- d. An individual may receive fee reductions under only one (1) eligibility category (e.g., bargaining unit member, spouse, same sex domestic partner or dependent of any of the foregoing) during any one (1) academic period.
- e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the University's fee reduction.

- f. Bargaining unit employees with nine (9) month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.

Section 6. Other Benefits

During the term of this Agreement, all bargaining unit faculty covered by this Agreement shall receive:

- A. University faculty identification card
- B. Extended circulation period and other instructional support services in the University Libraries
- C. Half (½) price admission to all University athletic events and special rates for cultural events
- D. Use of the Student Recreation and Wellness Center pursuant to the following rate structure:  
  
2010-\$10.00 per person per month  
2011-\$11.00 per person per month  
2012-13-Same charge as other employees,
- E. University discounts on merchandise purchased through the University bookstore, provided said discounts are made available by the provider,
- F. University discounts on merchandise purchased through Computer Solutions, provided said discounts are made available by the provider,
- G. For bargaining unit faculty with an academic year appointment, the option to elect to be paid on a nine (9) or twelve (12) month basis, but group insurance contributions will be made on a nine (9) month basis,
- H. Free notary public service.

Section 7. Parking

Parking will be provided on the same basis as it is provided to all other University employees.

Section 8. Retiree Benefits

With regard to bargaining unit members who retire during the term of this Agreement, the *status quo* shall be maintained in connection with the following benefits that are provided to retirees:

Life insurance, faculty identification card, tuition and fee reduction, discounts applicable to the John S. Knight Lecture Series and athletic events, discounts applicable to merchandise purchased through the University bookstore (provided discounts are made available by the provider), use of recreational facilities, notary public service, library and Emeritus study room use, submission of externally funded grant/contract proposals, listing in University publications, fifty percent (50%) reduction in current parking fees paid by fulltime faculty, and access to University computer network and information services.