

UNIVERSITY OF CINCINNATI
STAFF HANDBOOK
GRADUATE STUDENT HANDBOOK
AAUP CONTRACT

REPORT TO
THE HIGHER LEARNING COMMISSION
OF THE NORTH CENTRAL ASSOCIATION
OF COLLEGES AND SCHOOLS

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STAFF HANDBOOK

staff handbook



President's Forward

I am honored that you have chosen to work at the University of Cincinnati and hope you agree that this is truly a remarkable place to work.

Founded in 1819, the University of Cincinnati is an institution with a long tradition of discovery. We recently celebrated the centennial of co-operative education, founded right here in 1906, and now emulated at over 1,000 institutions worldwide. Among our many other discoveries are the oral polio vaccine and the first antihistamine.

The University of Cincinnati also has a history of transformation. Our institution is one that is on the move. We ran among the top 25 public research universities, and are listed by Princeton Review as a "best college." We boast more than 223,000 living alumni around the world, and pack an economic impact of more than \$3 billion.

This extraordinary record of success is the result of the collective efforts of all our employees—faculty, researchers and staff—who all work diligently to support and advance UC's mission and goals. Under the UC|21 vision our university community has embraced, we strive to meet six goals:

- Place Students at the Center
- Grow Our Research Excellence
- Achieve Academic Excellence
- Forge Key Relationships and Partnerships
- Establish a Sense of Place
- Create Opportunity

Under-girding all of these goals is one important and essential asset: our employees. This handbook is intended to provide you with information about our responsibilities as well as the benefits of your career at UC. I urge you to read it carefully, and I am sure you will find it a useful resource for growth and development throughout your UC employment.



Sincerely,

Nancy L. Zimpher President

A Note Regarding Use of this Handbook

The university administration encourages an open and creative environment to assist you in all aspects of your job. The practices and benefits described in this handbook have been provided for the use of all non-faculty employees, except where designated otherwise. Please note that references to “University of Cincinnati” or the “university” made throughout this handbook are intended to include all units that carry out our institutional mission.

For further information, additions, or corrections, please contact Nancy Hanseman in the Organization Development & Training office at 513/5566660. This is a living document, and will be revised on-line as new information is added. The university retains the right to modify, amend, or supplement the information in this handbook.

This handbook does not create any express or implied contract of employment. No one at the university can enter into an employment contract with you unless authorized by the Board of Trustees to do so, and unless the contract has been reduced to writing and signed by an authorized administrator. This handbook has been prepared by Human Resources to help you understand the policies, procedures, benefits, and obligations that relate to employment at the University of Cincinnati. The information summarized in this handbook is necessarily brief and is subject to change. It does not and cannot amend or modify any applicable provision of federal or state law or the rules of the university (available for your examination at the Office of the Secretary of the Board of Trustees on campus, on the Board of Trustees website, or the Personnel Policies & Procedures Manual). While every attempt has been made to insure that the information in this handbook accurately describes the rules and policies of the university, if there is a discrepancy, the rules of the university, and the Personnel Policies & Procedures Manual, shall prevail. If there are questions that this handbook does not answer, additional information is available, upon request, from Human Resources (513/556-3702) or visiting the website at www.hr.uc.edu.

If you are represented by a collective bargaining agent (union), the provisions of the collective bargaining agreement applicable to your position will apply when they differ from those described in this handbook.

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I. INTRODUCTION — GENERAL INFORMATION ABOUT UC

A. Mission Statement

The University of Cincinnati is a public, comprehensive system of learning and research. Its excellent faculty distinguish themselves worldwide for their creative pedagogy and research, especially in problem solving and application of their discoveries.

The university system is designed to serve a diverse student body with a broad range of interests and goals. It is a place of opportunity.

In support of this mission, the University of Cincinnati strives to provide the highest quality learning environment, world-renowned scholarship, innovation and community service, and to serve as a place where freedom of intellectual interchange flourishes.

B. The History of the University of Cincinnati

The University of Cincinnati had its beginnings in 1819 when the Cincinnati College and the Medical College of Ohio were established separately. The Cincinnati College was located at Fourth and Walnut Streets, while the Medical College of Ohio was located first at 91 Main Street and then moved to a location on Sixth Street. In 1875, the Cincinnati College changed its name to the University of Cincinnati and moved to a new building on Vine Street Hill. The university offered three programs of study: civil engineering, classics and science. Residents of the city received free instruction, while non-residents paid sixty dollars per year. In 1895, the university moved once again — to its Clifton Avenue location. In 1896, by an act of incorporation, the Medical College of Ohio became the Medical Office of the University of Cincinnati. This office was given the status of a separate college in 1917 to become the College of Medicine. On July 1, 1977 UC gave up its status as a municipal university to become Ohio's second largest state university.

The University of Cincinnati has established a reputation for academic accomplishment and innovative ideas. It has been the source of many contributions to society, including the oral polio vaccine, the first program of cooperative education, the first electronic organ, the first safe anti-knock gasoline, and the first antihistamine. In recent years, UC has gained international attention for medical research on the heart and lungs, environmental research methods, and research into safety of space vehicles.

C. UC Today

The University of Cincinnati has become an intellectual magnet for southern Ohio, contributing locally, nationally and internationally through the teaching and research of its faculty and the accomplishments of more than 192,000 alumni. The university includes 15 colleges and 2 divisions offering a diversity of degree programs. There are approximately 35,000 students enrolled. Over 4,000 are co-op students who work in 36 states and 11 foreign countries for 1,100 employers. The university currently employs over 14,000 full- and part-time employees and student workers. Included in this figure are more than 2,000 full-time faculty members, faculty associates and affiliates.

The university is governed by a nine-member Board of Trustees appointed by the Governor of Ohio. The administration of the university is directed by a President through the assistance of the Vice Presidents. Currently, fifteen colleges make up the University of Cincinnati; two of the colleges are located on regional campuses, while the rest cluster on or near the Clifton Avenue location. The colleges are: McMicken College of Arts and Sciences; College of Applied Science; College of Business ; Clermont College;

College-Conservatory of Music; College of Design, Architecture, Art and Planning; College of Education,

Criminal Justice, and Human Services; College of Engineering; College of Law; College of Medicine; College of Nursing; College of Pharmacy; Raymond Walters College; College of Allied Health Sciences; and School of Social Work. In addition, there is the Division of Research and Advanced Studies, and there are two major libraries, the University Libraries and the Medical Center Libraries. The university also includes the Hoxworth Blood Center and a variety of academic and research units.

II. WORKING AT THE UNIVERSITY OF CINCINNATI

A. Work Environment: Guiding Principles

1. Just Community

Just Community is a major initiative to create cohesiveness, appreciation for diversity, and a sense of pride among students, faculty and staff at the University of Cincinnati. Just Community can be described as an ideal, a philosophy or a state of mind. As a member of the campus, your active involvement in furthering Just Community is important.

A Statement of Commitment to a Just Community The University of Cincinnati is a public comprehensive system of learning and research that serves a diverse student body with a broad range of interests and goals. The faculty of the university produces world-renowned scholarship and nurtures innovation in and out of the classroom. **As well, the faculty, staff and administration support an educational setting of excellence, opportunity, and service.**

In embracing our roles within this learning community, we subscribe to the defining purposes, traditions and diversity of the University of Cincinnati. Through our actions, we will strive to make the University of Cincinnati a more caring and just community.

As members of this community, we will:

- Pursue Learning and Scholarship
by building on successes, learning from mistakes and pursuing quality in teaching, research and creative endeavors.
- Strive for Excellence
by aspiring to achieve my fullest potential in my educational and personal pursuits.
- Celebrate the Uniqueness of Each Individual
by respecting individual differences and promoting common interests.
- Practice Civility
by extending to those we meet the same respect, cooperation and caring that we expect from others.
- Embrace Freedom and Openness
by working to create an environment that is safe and affirming, one that nurtures independent thinking and the free and open expression of ideas.
- Seek Integrity
by aspiring to the highest moral and ethical standards.
- Promote Justice
by working to build a learning environment that offers everyone an equal opportunity to grow, flourish and contribute.
- Accept Responsibility
by striving to build a learning community committed to these common values and principles.

2. Diversity

The University of Cincinnati recognizes that the diversity of our students, faculty, and staff enriches the educational experience we can offer, promotes personal growth, strengthens our communities,

ensures our competitiveness, and enhances the training of our future leaders. Through respect for different groups we can build on our common values and achieve our goals by working together to create advantages from our differences. Contact the Office of Equal Opportunity for additional information (513/556-5503).

3. QSI — Quality Service Initiative

The Quality Service Initiative was begun in 2001 at the direction of the President of the University, and continues as an ongoing effort to enhance the service environment at UC.

Purpose: To transform the UC experience into one in which people choose to live, learn and work, by communicating openly, working together, valuing one another's contributions, understanding and fulfilling needs and expectations, and being accountable for one's work.

Philosophy: We want all customers to be able to concentrate on the challenge and enjoyment of living, learning and working at the University of Cincinnati rather than the challenge of navigating the "system." To do that, we need to simplify our systems and processes in a consistent and integrated way. This will contribute in significant ways to service that is responsive, caring and excellent.

Priorities: Safety • Courtesy • The UC Experience • Efficiency

Expectations: In achieving the UC Experience, institutional quality services are expected and must be provided in a consistent manner across the University Community. These service expectations include the following:

- Be proactive in providing quality service to everyone.
- Be polite and respectful.
- Make eye contact and offer a friendly greeting.
- Give your undivided attention during all face-to-face and telephone interactions.
- Accept all questions as valid and respond appropriately.
- Take ownership for all unanswered questions and follow up; apologize when appropriate.
- Provide knowledgeable and accurate information; if you do not know, find someone who does.
- Be positive; never complain about personal or job-related problems/issues in public.
- Conclude every communication with a sincere offer of further assistance and an appropriate thank you,
- "Thank you for choosing UC."
- Find enjoyment in your job.

B. Planning a Career at UC

1. Growth Opportunities

Individual career development is important to the university. To promote career opportunities, the university encourages filling positions of higher responsibility through promotion of existing staff where possible. First consideration may be given to eligible employees in the administrative unit where the vacancy exists, followed by eligible employees in other units of the university. Ability to perform the required

duties, previous experience, past performance and length of service with the university are factors considered in promotions or transfers.

2. Guidelines and Eligibility

Employees must complete their initial probationary period to be eligible for transfer and promotion opportunities.

Employees seeking promotional opportunities must apply for promotional positions as they are posted. Human Resources Employment Services will make referrals for promotional opportunities when vacancies exist. For various positions, an examination may be required.

3. Publication of Job Opportunities

The Employment Services Office advertises vacancies in the Job Opportunities Update on a bi-weekly basis so that all eligible employees may be informed of job opportunities at the University of Cincinnati. The Job Opportunities Update is available within all departments, administrative units, and is also posted on the website at www.uc.edu/jobs. Vacancies may be posted within the hiring department only, in newspapers, or on various job websites, as appropriate.

4. Organization Development & Training (OD&T)

the former name for Employee Development & Organization Effectiveness

Employee Development & Organization Effectiveness (ED&OE), functions as the central training and development office for university employees.

ED&OE's mission is to support skill development and performance enhancement for *all* UC employees by:

- Consulting with units and individuals to identify development needs and growth opportunities
- Providing a variety of learning tools, techniques, and resources
- Partnering with other units across the university to expand learning opportunities.

A listing of scheduled classes and workshops is published quarterly in the ED&OE UPDATE and on-line at www.uc.edu/hr/training. In addition, customized training can be arranged in work units on an as-needed basis. For more information, please contact the Office of Employee Development & Organization Effectiveness (513/556-6660).

ED&OE also maintains the Training & Resources Information Web site at www.uc.edu/traininginfo. This website provides one "go-to address" that links to the many websites across campus offering training opportunities (i.e. instructional programs and reference resources) available for faculty, management and staff. The Web site provides links to training information in topics such as Business Skills, Continuing Medical Education, Personal/Professional Development, Regulatory Compliance, Research Compliance, and UC Physicians Training.

III. EMPLOYMENT PRACTICES AND WORK GUIDELINES

A. Employee Benefits

1. The Benefits Office Mission

In support of the organizational goals of the University of Cincinnati, we will design, implement, and administer a quality benefit program that promotes the education and welfare of employees and their families. We are dedicated to providing customer service and issue resolution in a professional manner with sensitivity to the individual.

2. Services

- a. Annual Enrollment Annual
Enrollment is the opportunity each year to enroll in benefits programs for the following year.
- b. Benefits Counseling
Educating employees as to the type and utilization of their benefits is the central function of the

benefits office. Benefits counselors are available during normal business hours for one-on-one sessions to assist you in understanding your benefits options so that you can determine what will work best for your specific needs. You may schedule an appointment or have your questions answered over the telephone by calling 513/556-6381. You are also encouraged to participate in informational programs presented by the Benefits staff or benefits providers and to carefully read all materials provided by the Benefits Office.

c. Monitoring Changes in Status

Changes in family status, such as marriage, divorce, birth or adoption of a child, loss of a dependent or changes in a spouse's employment may affect your benefits. A Benefits Counselor advises employees of any necessary changes to medical insurance, life insurance, beneficiaries, tax exemptions and other benefits that will or may result from such changes. **It is your responsibility to advise the Benefits Office of such changes.** All employees must contact the Benefits Office within 31 calendar days from the date of a qualifying event that would cause a change in family status. If your dependent's eligibility status changes during an academic quarter, you must notify the Benefits office. Your dependent must be enrolled and maintain 12 credit hours to be eligible for benefits.

3. Health, Life, and Other Available Insurance Benefits

What follows are general descriptions of types of insurance that are available to employees through the university. Employees are directed to request information from the Benefits Office located in Suite 340, University Hall, or online at www.hr.uc.edu/employee/benefits.asp, for a current description of the actual plan offerings and the costs associated with each.

a. Dental

Dental coverage helps the employee and covered family members to pay for eligible dental expenses. Several plans are currently offered by the University.

b. Disability

Long Term Disability (LTD) benefits are designed to replace a certain percentage of income if an employee is disabled and unable to work because of a disabling injury or illness.

c. Family Life

The university offers employees the opportunity to purchase life insurance coverage for dependents, both spouse and dependent children.

d. Flexible Spending Accounts

While not technically insurance, flexible spending accounts (FSAs) are an option that allows employees to save money while paying certain kinds of medical and child care related expenses. The way it works is employees who set up a FSA have money deducted from their checks on a pre-tax basis and placed in the FSA. Employees are then reimbursed out of the FSA for eligible expenses. The actual savings to the employee depends on the employee's tax bracket. Eligible expenses are defined under Section 125 of the Internal Revenue Code.

e. Health

The university offers a number of excellent medical plans. The offerings available to your specific job title will be included in the Choice Benefits Enrollment Package sent to you in the fall.

f. Life

UC provides enough benefit dollars to purchase one times the employee's annual base pay. In addition, because life insurance needs vary from person to person depending upon age, marital status, size of family, and other financial obligations the university offers interested employees the opportunity to purchase additional life insurance.

g. Long-Term Care

Long-Term Care (LTC) is the type of service (home health care, respite care, or nursing home care) that may be needed if a chronic illness or disability occurs which makes it impossible for individuals to live independently.

h. Personal Accident

Personal Accident Insurance adds to life insurance benefits if an employee dies as a result of an accident. The employee may also elect coverage for family members. This benefit will pay a full or partial benefit for certain accidental injuries, such as the loss of eyesight or a limb.

4. Continuation of Health Care Benefits (COBRA) COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) is federal legislation that protects employees and their families from a sudden loss of health insurance because of a loss of employment or other reason identified in the law. Under COBRA eligible employees and dependents have the option to purchase an extension of their university medical, dental and health care flexible spending account benefits. For further details on eligibility and enrollment, please refer to the Choice Benefits Enrollment Workbook or contact the Benefits Office (513/5566381).

5. Workers' Compensation and Unemployment All University of Cincinnati employees are covered under the Ohio Bureau of Workers' Compensation and Unemployment programs. The University Benefits Office administers and coordinates claim reporting and employee counseling for these programs.

6. Retirement Plans The university has a number of retirement plans available to employees depending on an individual's date of hire and job title. These retirement systems replace Social Security, therefore no contributions are made to the Old Age, Survivors and Disability program. Employees hired after April 1986 do contribute to Medicare, the health component of Social Security.

Based on length of service guidelines, employees may be eligible for a partial payout of accrued sick leave at retirement.

7. Other Employee Benefits

a. Direct Deposit

Employees are eligible to have their payroll checks deposited directly to their personal bank account. Contact the Payroll Office (513/ 556-6381) for the Direct Deposit Authorization Form #A-75.

b. Tuition Remission

Under this program, tuition fees are waived for classes taken at the university. This benefit is available to eligible employees, and, if applicable, to their dependents. The waiver is for tuition cost only; charges for ancillary costs such as books, general fees, or lab fees, are not included.

This benefit is effective the quarter that begins after the first day of the month following 28 days of employment (if the employee is not union-represented). For employees who are represented by a collective bargaining agreement, additional waiting requirements may apply.

Repayment may be required for failing courses and/or late withdrawals.

8. Optional Savings Opportunities

a. Savings Bonds

UC employees are eligible to purchase U.S. Savings Bonds.
Contact the Benefits Office for enrollment information and materials.

b. Tax Deferred Annuities

Employees are eligible to voluntarily contribute to a 403(b) and/or 457 plan [per the Internal Revenue Code]. There are a number of approved carriers and several mutual funds from which to choose. See the approved provider list of Tax Deferred Opportunities.

B. The University Classification/Compensation System

1. Introduction: Some Definitions

During your employment you will probably hear the terms represented/unrepresented, classified/unclassified and exempt/nonexempt used to describe groups of employees. Here are some general definitions to help you understand what these terms mean.

a. Classified/Unclassified Employees

As a state institution, all of our employees are part of the Ohio civil service system. As defined by state law, the civil service employees in Ohio are either classified or unclassified. Perhaps the most fundamental difference between these two groups is that unclassified employees are employees at will, that is, they serve at the pleasure of the Board of Trustees, while classified employees can only be terminated for cause.

b. Exempt/Non-Exempt Employees

State and federal wage and hour law provides that certain types of employees who are paid on a salary basis are not subject to minimum wage and overtime requirements. These employees are referred to as "exempt employees."

c. Represented/Unrepresented Employees

Within the university, certain positions are represented by a union. These "represented" employees work under a contract or collective bargaining agreement that is negotiated between a union and the university. There are currently five bargaining units or unions at the University of Cincinnati.

- American Association of University Professors (AAUP)
- American Federation of State, County and Municipal Employees (AFSCME)
- International Union of Operating Engineers (IUOE)
- Services Employees International Union (SEIU)
- The Ohio Nurses Association (ONA)

2. The University Job Classification Plan

In accordance with state law, the university has established a classification plan that groups jobs with similar duties under a single job title or series of titles and sets the compensation range for each title. This plan is administered by the university's

Compensation Office.

a. Classified, Unrepresented Compensation System

The pay ranges for classified unrepresented positions are determined by the university administration and the Board of Trustees. Human Resources reviews pay ranges on a yearly basis and makes appropriate recommendations for adjustments.

New classified unrepresented employees are appointed at the minimum rate established for the range. When the probationary period is successfully completed, the employee is advanced to the after-probation rate of the assigned pay range of the classification. (Time spent on authorized leave of absence without pay is not counted as part of the probationary period.)

b. Job Audits

An employee who believes that his or her position is not classified appropriately may request a job audit by submitting a Position Description Questionnaire (PDQ) in accordance with established procedure. Requests to reclassify existing positions are also submitted via PDQ when the duties and responsibilities of positions have changed since they were last reviewed. In response to such a request, a staff member of the Compensation Office will conduct a job audit and issue a determination.

Union representatives or Human Resources will provide bargaining-unit employees with a copy of the appropriate union contract.

c. Unclassified, Unrepresented Compensation System

The salary ranges for unclassified unrepresented, bi-weekly, and monthly paid employees are determined by the university administration and the Board of Trustees. The Compensation Office reviews these ranges and makes recommendations for adjustments to the university administration. When salary ranges are adjusted upward, incumbents' salaries must be increased to at least the new range minimum.

Annual salary adjustments within the assigned pay ranges are recommended by the appointing unit within the guidelines established by the university administration and based upon the annual pay plan update proposal developed by the Compensation Office.

3. Differential Pay

a. Bilingual Pay Supplement

When a classified unrepresented position requires the ability to speak or write a language other than English, a special pay supplement may be granted. The bilingual pay supplement amounts to five percent of the classification salary base for each required foreign language and will remain in effect as long as the bilingual requirement exists. Recommendations for the supplement should be coordinated with the Compensation Office.

b. Call-Back Pay

Full-time, classified and unclassified unrepresented hourly-paid employees are entitled to call-back pay when required to report back to work after the end of regular work schedules and without prearrangement. Employees will be entitled to a minimum of four hours of pay at their hourly base rate regardless of the number of hours they are required to remain at work. Hours worked in excess of four will be paid at the normal hourly base rate unless the 40-hour limit in a calendar week is exceeded. After 40 hours, the overtime policy must be applied. The four-hour minimum provision does not apply to work that immediately precedes or follows the regular work schedule. When a full-time employee in overtime status is called back to work and the overtime rate is more advantageous than call-back pay, the overtime rate and overtime provisions will be applicable.

c. Hazard Pay

When an exceptional condition exists that creates a temporary or permanent hazard for one or more classified unrepresented positions, a special hazardous duty pay supplement may be granted for the time during which employees are subjected to the hazardous condition. Hazard pay is not intended as compensation for hazards that are included in the classification specification. The pay supplement ranges from five to ten percent of the classification base pay, depending upon the extent of the hazard. The extent of the hazard is determined by the Compensation Office.

d. Holiday Pay

Holiday pay is the amount of base rate salary employees received for a university holiday falling within the

regular work schedule, up to a maximum of eight hours. Regular part-time employees receive automatic holiday pay only for the hours they would have normally been scheduled to work on the holiday. An intermittent employee is not eligible for automatic holiday pay. If they are a full-time or part-time hourly-paid unrepresented employee and work on a scheduled holiday, they will receive automatic holiday pay at straight time as well as one and one-half times the regular base rate or time and one-half compensatory time off for each hour worked on the holiday.

Each year the Board Calendar Committee recommends to the Board of Trustees specific holidays for the upcoming calendar. The selections are based on the holidays that affect the largest number of employees. Some of the holidays approved by the Board may not be days celebrated by all employees but are days celebrated by most of the employees.

Allowing individual employees to transfer a university holiday to some other date poses operating concerns. With uniform selections, the university can shut down buildings over holidays or schedule maintenance during that time. For that reason, holidays are not transferable.

e. Longevity Pay

Classified unrepresented employees having five years or more of service with the State of Ohio, a political subdivision, or the University of Cincinnati with a most recent continuous appointment at UC prior to July 1, 1986, are eligible for longevity pay supplements. The longevity supplement is one-half of one percent of the 1985 classification salary base for each year of service. Beginning with five years of service, employees will receive two and one-half percent of the classification salary base and an additional one-half percent for each additional year of service until the longevity supplement reaches ten percent of the classification salary base. Longevity pay adjustments are effective at the beginning of the pay period that completes the necessary length of service. Time spent on authorized leave of absence is counted for this purpose. Classified unrepresented employees can submit information concerning any prior State of Ohio public service or university service to Payroll and Employee Information Services for calculation of longevity pay.

f. Overtime Pay and Compensatory Time

Classified or unclassified unrepresented hourly-paid employees are entitled to overtime compensation for all authorized hours in excess of 40 hours in active pay status during any calendar week. (Active pay status includes paid sick leave, paid vacation leave, automatic holiday pay, overtime and compensatory time.) Employees can receive overtime compensation pay in one of two ways: monetary payment or time off. Should they elect to receive monetary compensation for overtime worked, it will be at the rate of one and one-half times their rate of pay for each overtime hour worked. If they elect compensatory time off as compensation for overtime worked, it will be provided at a rate of one and one-half times the overtime worked and must be taken within 180 days of the

overtime occurrence. If compensatory time accrues beyond a total of 240 hours or has not been used within 180 calendar days, it will be paid out automatically at the rate of time and one-half. Compensatory time off is taken at the mutual convenience of the employee and the supervisor.

g. Shift Differential

A shift differential for second and third shift work may be paid to hourly-paid unrepresented employees when warranted by market conditions. When applicable, shift differential is paid for all time actually worked between 3 p.m. and 8 a.m., provided the period actually worked ended after 6 p.m. or started before 6 a.m. Second shift differential will be paid for the time worked prior to 11 p.m. and, where applicable, third shift differential for time worked after 11 p.m. Where only one shift prevails, no shift differential is paid regardless of the hours of the day worked. Shift differential for hourly paid represented employees are addressed, if applicable, by respective union contracts.

4. Pay Adjustments

a. ADL — Additional Duty Level

Exempt administrative and professional employees are eligible to receive additional compensation when performing services that are beyond the scope of, and not a part of, their regular appointment. ADLs are limited to one year unless approved for extension by the Compensation Office.

Exempt unclassified employees may be paid in either of two ways:

1. A one-time lump sum payment not to exceed \$1,000
2. A monthly rate of pay not to exceed 10 percent of the employee's base rate, unless approved by Compensation

b. Lateral Transfers — Pay Adjustments

If a classified unrepresented employee accepts a lateral transfer, the salary will remain the same. An unclassified unrepresented employee who accepts a new position in the same pay grade as the current position, will retain the same salary unless internal equity or market conditions dictate otherwise.

c. Promotions, Reclassifications, Demotions

When a classified, unrepresented employee is promoted or reclassified upward, the salary will be increased by five percent over the current base salary as long as the five percent does not exceed the maximum of the new range, in which case the salary will be moved to the maximum of the new range. If the current base salary exceeds the maximum of the higher pay range, the salary will remain the same. The salary of an unclassified unrepresented employee, who is promoted or reclassified, may be increased by five percent or to the minimum of the new pay range, whichever is greater. Requests for a larger increase must be submitted to the Compensation Office and will be reviewed by analyzing market data and internal equity considerations. If a classified or unclassified unrepresented employee is demoted or reclassified to a position assigned to a lower pay range, his or her salary will be evaluated by the Compensation Office for proper placement within the new range.

d. Temporary Working Level (TWL) — Pay Adjustments

Employees may be assigned to a higher-level job classification, on a temporary basis, if the incumbent in the higher-level position is unable to fulfill his or her duties due to vacation, illness, leave of absence, or other reason. Classified and unclassified unrepresented hourly-paid employees can be paid temporary working level (TWL) adjustments for a continuous period of two weeks to one year. Monthly-paid employees can be paid temporary working level adjustments for one month or more, not to exceed one year. Temporary working level adjustments for unclassified staff should be coordinated with the Compensation Office. Temporary working level pay adjustments for classified unrepresented employees are equivalent to the base rate of pay for the higher classification or to a rate that is at least five percent above the employee's current base salary, whichever is greater.

C. Employment Practices, Work Guidelines, and Related Laws

1. Americans with Disabilities Act

The Americans with Disabilities Act was signed into law in July 1990. Its purpose is to provide equal opportunities in employment, public services, public accommodations, telecommunications, and other aspects of life for approximately 43 million people with disabilities. The act defines an individual with a disability as someone who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. To be qualified, an individual must have the skills and qualifications for the job and the ability to perform the essential functions of the position with or without a reasonable accommodation. An employer is required to make reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability unless the accommodation causes undue hardship. The university's ADA committee should be contacted for more information (513/556-5508).

2. Collateral Employment

Employees may perform non-university work if it does not interfere with the performance of university duties or raise questions of conflict of interest. Outside employment must be approved, in advance, by the employing unit head and must be reported on a Collateral Employment Form (Form #A-128, Request for Approval to Perform Outside Service).

3. Complaint Resolution and Grievance Procedures

The university provides complaint resolution and grievance procedures for employees who wish to resolve disputes concerning the application of university rules, policies or employment practices. The procedures applicable to represented employees may be found in the union collective bargaining agreement. There are different grievance procedures for unrepresented classified or unclassified employees. These procedures are described in the Human Resources Policies and Procedures Manual. Questions may be directed to Employee Relations (513/556-6372.)

4. Drug-Free Workplace

The University of Cincinnati is intolerant of illegal drug activity and alcohol consumption in the workplace. It is expected that administrators, faculty, and staff will report to work in appropriate condition for work. The unlawful manufacture, distribution, possession, dispensation, or use of controlled substances, and inappropriate alcohol use on university work sites, or while conducting university business off premises, is absolutely prohibited. The university recognizes that employees may have substance abuse disorders and may need help in dealing with such problems. UC offers an Employee Assistance Program (REACH) to facilitate treatment and rehabilitation.

5. Endorsements

Employees may not use the university's name to gain support for a cause.

6. Equal Opportunity

The Office of Equal Opportunity is located in Room 250, University Hall, (513/556-5503). The office is dedicated to ensuring the principles and practices of equal opportunity are carried out for all members of the university community. Office staff assists persons regarding equal opportunity and affirmative action issues. The staff are available for consultation, training and resolution of issues involving discrimination, sexual harassment, disability, affirmative action, diversity and related matters. All inquiries are welcome. Website is located at www.uc.edu/equalopp.

- 7. Information Technology Usage** As an institution of higher learning, the University of Cincinnati both uses information technology and supplies it to the members of the university community. The **General Policy on the Use of Information Technology (adopted September 2000)** sets forth the general rights and responsibilities common to all uses of information technology, from the simple stand-alone PC to the complex systems that create virtual classrooms, workplaces and recreational facilities in the university. The primary guiding principle for the policy is that the rules are the same for information technology as for other aspects of university life. The rights and responsibilities governing the behavior of members of the university community are the same on both the virtual and physical campuses, and the same disciplinary procedures will be followed when the rules are violated. There is nothing special about the virtual campus that makes it distinctly different.

The **General Policy on the Use of Information Technology** applies to all members of the university community, including guests who have been given accounts on the university's information technology systems for specific purposes. It also applies whether access is from the physical campus or from remote locations. The entire **General Policy on the Use of Information Technology** is available online at: www.uc.edu/ucit/itgenpolicy.html In addition, there is a companion policy, **Information Technology Management**, available for review at www.ucit.uc.edu/policies/it_management.asp. There may also be specific policies issued for individual systems, departments and colleges. While these policies must be

consistent with the university's general policies, they provide more detailed guidance about what is allowed and what is prohibited on each system. All members of the university community are responsible for familiarizing themselves with any applicable policy prior to use.

8. Initial Employment Period

a. New Employee Orientation

New employees at the University of Cincinnati are invited to a New Employee Orientation within their first weeks of employment.

- They are welcomed by Human Resources staff, and offered numerous materials about University programs and services.
- They are shown an exciting Flash presentation from President Zimpher's office on UC|21.
- Following that, they are guided on how to access, use, and electronically sign the online New Employee Orientation Web Site (www.uc.edu/hr/training/default.html). This site links to information employees need to know, from safety issues to self-service and policies that will be of use to them at various times in their career at UC.
- Finally, the Benefits Department offers complete information on benefits that employees need to know as they sign up for the coming year. The Counselors works with the employees as a group and individually until all questions are answered.

b. Worksite Orientation

The University of Cincinnati wishes all employees to be successful in their new positions. In an effort to help ensure this success, each employee should receive an individualized work site orientation. This orientation should include department and position specific safety procedures necessary to work within the assigned area. The work site orientation should be customized to fit the department specific needs of the position for each employee. (Please see Addendum.) If specific training is not offered, employees are encouraged to request appropriate training through their unit supervisor.

c. Probationary Period

The first few months on the job are largely a time for learning job requirements and demonstrating ability to perform the duties assigned. This period is designated as a probationary period, and supervisors will inform employees of their specific probationary period. Employees who successfully complete the initial probationary period will be considered regular employees.

Any time spent on authorized leave of absence without pay is not counted as part of the probationary period. Classified, Unrepresented employees whose performance is considered unsatisfactory during a probationary period following an initial appointment may be terminated from employment. If the employee's performance is found to be unsatisfactory following a promotion, the employee may be demoted to the same or similar position the employee held prior to the promotion. There are no appeal rights for termination during an initial probationary period.

Employees represented by a union should refer to their union collective bargaining agreement for information concerning probationary periods.

Unclassified/exempt employees do not serve a probationary period; they serve "at will" at the discretion of the Board of Trustees. .

9. Nepotism

The university shall not hire, transfer, promote or have in its employ relatives (spouse, child, parent, brother, sister) in a capacity in which they would directly supervise, or be in a position to initiate or participate in institutional decisions involving direct benefit to a spouse or other relative.

10. Ohio Ethics Law University employees may not accept gifts or favors for representing the university in business matters, or have a personal interest in a university contract they participated in negotiating. The Ohio Ethics Law is available at new employee orientation. Copies are also available in Human Resources, and the law is reviewed in the university's policies and procedures manual. All university employees are responsible for becoming familiar with the provisions of the Ohio Ethics Law and for adhering to the regulations.

11. Performance Review Process Performance evaluations are an important opportunity to open communication between supervisors and employees. Evaluations are key to improved productivity, improved communications, and are an important element of successful management. Evaluations should be done at least annually.

12. Policies and Procedures The university's policies and procedures were formulated to serve as a guide for all employees to follow during their tenure at the University of Cincinnati. This handbook provides a summary of many employment policies and practices which affect UC employees. University policies and procedures are accessible on line at www.uc.edu/hr.

13. Progressive Discipline — An Overview

High standards of work and conduct are particularly important in a university environment. In any large group of employees, there will be occasional incidents of misconduct or lack of satisfactory performance. These incidents should be handled in a reasonable manner, which both supports the concept of progressive discipline action and minimizes the interruption of university services. When progressive discipline is necessary, the following guidelines are used to ensure fairness and consistency throughout the university. These are guidelines; they are not rigid procedures to be applied as steps through which all progressive discipline must be taken. Depending upon the circumstances of the individual problem, a stronger level of action may be more appropriate. Employees represented by a union should refer to their contracts for information on progressive discipline.

a. Progressive Discipline (Unrepresented, Classified, Bi-weekly Paid Staff)

The Employee Relations staff is available to assist and advise employees and supervisors in progressive discipline action procedures. Disciplinary action that may involve a dismissal must be discussed with the Employee Relations office before final action is taken. In most cases, a supervisor will have a conference with the employee to discuss the specific problem before imposing discipline. The problem should be identified, reasons for the action or inaction discussed, and an objective communicated. A written communication may be given to the employee summarizing the discussion and a copy will be kept in the departmental files. If the problem continues, or the situation becomes more serious, the incident or activity will be described in a written reprimand to be signed by the supervisor and the employee (or a witness). Repeated and/or serious offenses may result in moving forward to an administrative hearing. The employee may request the presence of a representative of his/her own choice at a disciplinary hearing. Classified, unrepresented employees may appeal a dismissal, demotion, reduction in pay, or a suspension of more than three (3) working days to the State Personnel Board of Review by filing a written request within ten days of the action.

b. Progressive Discipline (Unclassified Staff)

The University of Cincinnati administers disciplinary action when an unclassified, unrepresented employee does not fulfill the requirements of the position, or in cases of incidents or behavior that are in violation of university policies or work rules. Serious offenses may be grounds for immediate removal. In most cases, the immediate supervisor will discuss the problem with the employee, communicate changes necessary in writing, and indicate expected correction.

14. Separation from the University

a. Exit Process

Supervisors will provide employees with a Termination Clearance Form (Form #A-129) when they give notice of resignation. All employees should schedule an exit interview with a Benefits representative at termination/resignation. COBRA as well as other benefit continuation options will be reviewed. The Benefits Office is located in Room 340, University Hall (513/556-6381). At this meeting, they should submit a completed Termination Clearance Form. Termination clearance procedures should be completed prior to issuance of the final paycheck. They must return all property and identification that belongs to the university and pay all outstanding obligations at the time of termination.

b. Layoff and Recall

Should the university find it necessary to reduce the number of employees because of reorganization for improved efficiency, lack of work or funds, classified, unrepresented employees will be laid off according to the method provided by Ohio Civil Service regulations. Unclassified, unrepresented employees serve at the discretion of the Board of Trustees and may be terminated or laid off as determined by the supervising unit in accordance with current university policy.

When vacancies occur, laid-off classified, unrepresented employees will be recalled in reverse order of layoff, within the classification. The right to reinstatement from layoff continues for one year from the date of layoff. There is no automatic reinstatement of laid-off unclassified, unrepresented employees. Employees affected by layoff are encouraged to apply for other open positions within the university.

c. Resignation

Hourly-paid employees are expected to give written notice of resignation at the earliest possible date, but not less than 14 calendar days prior to their last working day. Monthly-paid employees are expected to give written notice of resignation at least 30 calendar days prior to their last working day.

15. Sexual Harassment The University of Cincinnati is committed to a professional and academic environment free of illegal discrimination. Illegal discrimination, including sexual harassment will not be tolerated. It is the responsibility of the university administration, faculty, staff, and students to ensure an environment free of harassment and discrimination.

The policy of the University of Cincinnati prohibits members of the university community from engaging in conduct that may constitute sexual harassment. The university community includes: management personnel; staff members; faculty members; students; and customers, vendors, or contractors associated with the university. Anyone who violates this policy is subject to disciplinary action, which may include suspension or termination.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic success; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or study environment.

Consensual romantic and sexual relationships between a university administrator or supervisor and subordinate employee and between a faculty member and student are strongly discouraged. Such relationships may raise issues of forced consent and do not contribute to the pursuit of academic

endeavors and the application of fair employment practices for all employees.

The university shall take immediate steps to investigate and, as appropriate, resolve complaints. Questions about this policy, requests for information about sexual harassment, or information on how to initiate a complaint of sexual harassment should be directed to the Office of Equal Opportunity located in Room 250 University Hall, (513/556-5503).

The university shall take immediate steps to investigate and, as appropriate, resolve complaints. Records of all complaints will be maintained in the Office of Equal Opportunity. Questions about this policy, requests for information about sexual harassment, or information on how to initiate a complaint of sexual harassment should be directed to the Office of Equal Opportunity located in Room 250 University Hall, (513/556-5503).

16. Smoke-Free Workplace

Smoking is prohibited inside buildings, athletics facilities, and vehicles owned, operated or leased by the University of Cincinnati. Smoking is also prohibited within twenty-five feet of all university building entrances, exits, air intakes and operable windows. Smoking is not permitted on any bridge, overpass or enclosed walkway.

To ensure compliance with this regulation:

- Designated smoking areas shall be provided
- "No smoking" signage shall be posted in appropriate locations
- University literature and advertising particularly that, which is related to the posting of employment opportunities, shall identify the university as having smoke-free buildings, athletic facilities and vehicles.

Except for designated areas, a smoke-free environment shall be provided within the premises of the University of Cincinnati Medical Center.

Responsibility:

- a. It is the responsibility of all members of the University of Cincinnati community to observe this rule and to direct those who are smoking to designated smoking areas.
- b. The appropriate union contract or university policies shall prevail in addressing those faculty and staff who fail to comply with this rule.
- c. Any employee of the University of Cincinnati who smokes inside university buildings, vehicles or in restricted areas shall be subject to disciplinary action

17. Veterans

The university will take affirmative action to employ and advance in employment qualified, disabled and Vietnam Era veterans in accordance with the rules and regulations promulgated under the Vietnam Era Veterans Readjustment Assistance Act of 1974.

As defined in the regulations, a disabled veteran and a Vietnam Era veteran include the following:

- A Special Disabled Veteran is a person who has a 30 percent or more disability rating from the Veterans Administration, or has a 10 to 20 percent disability that interferes with their being employed, or who was discharged or released from active duty for a service-connected disability.
- A veteran of the Vietnam era is a person who served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975 and who was discharged or released with other than a dishonorable discharge.

For more information contact the Office of Equal Opportunity (513/556-5503.)

Credit for Military Service When proper proof of military service, as defined in section 124.23 of the Revised Code, is presented and the applicant, being a resident of Ohio and otherwise eligible, has received a

passing grade in any examination for original appointment, he or she shall be granted additional credit of twenty percent of such grade, thereby receiving a final grade of twenty percent higher in view of the above-mentioned service. The applicant must submit proof of honorable discharge or honorable release from active military service prior to participation in the examination.

18. Work Rules At the University of Cincinnati, appropriate workplace behavior is primarily a matter of common sense. While it is not possible to list all actions that might constitute misbehavior, the following is a non-exhaustive list of common types of conduct that will result in discipline, up to and including discharge. Questions about any of these points may be addressed to the Employee Relations Office in Human Resources (513/556-6372).

- Discourteous treatment (including physical abuse, verbal abuse, or threats) of students, patients, visitors, or employees
- Failure to maintain a clean and neat appearance — failure to adhere to appropriate departmental standards of dress
- Failure to maintain a clean and neat work area
- • Unauthorized discussion of information pertaining to students, patients, or other employees with friends, relatives, the general public or news media
- Horseplay (practical jokes, fighting, throwing objects)
- Possession of intoxicants (alcohol or drugs) while on university property — being under the influence of intoxicants (alcohol or drugs) while on the job
- Hindering or limiting normal operations — interfering with another employee's work
- Gambling or the possession of gambling devices on university property
- Abuse or destruction of university property
- Illegal or immoral conduct while on the job
- Violating any university policy or encouraging or inciting others to do the same
- Incompetency
- Insubordination — refusal to follow instructions or perform designated work where such instructions or work normally and properly are required of an employee
- Dishonesty or theft
- Neglect of duty
- Use of university telephones for personal phone calls without authorization (except in the case of an emergency)
- Charging personal long distance or cell phone calls to the university
- Abuse of sick leave — failure to comply with sick leave notification policies
- Repeated tardiness or absence without authorized leave
- Absence for three consecutive days without notice and without satisfactory reason
- Falsification of records (for example, time card falsification)
- Unauthorized use of university identification cards, permitting another individual to use one's UC employee identification card, or using another employee's UC employee identification card
- Failure to report to the workplace at the beginning of the work period. Failure to inform the supervisor when leaving a work station or work area
- Sleeping on the job
- Loafing or carelessness
- Having unauthorized visitors during work hours without permission
- Smoking in unauthorized areas
- Violating safety rules or common safety practices
- Propping locked doors open or by-passing security systems
- Failure to observe university parking and traffic regulations
- Failure to report an accident involving an on-the-job injury or damage to university property
- Unauthorized possession of firearms, explosives or other lethal materials while on university property
- Refusal to obey security officials or other proper authorities in the performance of their normal duties in times of emergency
- Soliciting or collecting money on university property without the written permission of the vice president having administrative authority over the department for which the employee works
- Unauthorized use of university vehicles

- Unauthorized use of university property or equipment

D. Payroll and Employee Information Services (PEIS)

the former name for **Human Resources Service Center (HRSC)**

HRSC provides a number of significant services within the overall Human Resources function. Principally, this office maintains both personal and job-related data on the Human Resources Employee Database (SAP), and uses SAP to produce UC's payroll. In addition to issuing paychecks, HRSC provides services associated with mandatory and voluntary payroll deductions and a variety of peripheral services, such as authorized employment verifications and maintenance of sick, vacation, and compensatory time leave balances.

1. Payroll Deductions

a. Employee Authorized

UC offers a wide range of benefits and services through voluntary deductions. Everything from the varied employee contributions under our FLEX benefits program to parking decals, charitable contributions, and bookstore charges can generally be paid through payroll deductions.

b. Mandatory

Withholdings required by law include federal, state, and local taxes, and contributions to one of several state retirement systems. Employees of the State of Ohio, including all university employees, do not contribute to Social Security, although they are subject to the Medicare portion of the FICA tax. Members of collective bargaining units may also have mandatory union dues or fair share fees deducted.

2. Personal Change Reporting

Employees are responsible for notifying their immediate supervisors of changes in personal information maintained on UC's employee database, such as name and social security number (as they appear on the employee's social security card), address, telephone number, or person to be notified in an emergency. A supervisor or departmental business manager can apply changes to a Personal Data Form (PDF) and submit the form to PEIS for update, or employees can update and submit their PDFs directly to PEIS. The UC employee database is the repository for both personal and appointment information for all current employees.

E. Work Hours and Time Away from Work

1. Absenteeism and Tardiness Reporting Procedures

Employees are expected to be at their workstation, ready to work, at the designated starting time. In the event of a delay or absence from work for any reason, employees must notify their immediate supervisors or supervisor-designees. If they work in an area that has a continuous twenty-four hours a day, seven-days-a-week operation, they must report an absence at least two hours before the scheduled starting time to allow for the reassignment of duties. Notification in other work areas must be made to the immediate supervisor or supervisor-designee no later than one-half hour following the scheduled starting time. Employees must explain the circumstances and probable duration of the absence. They are required to notify their supervisors or supervisor-designees on each day of absence. If employees do not notify the immediate supervisor or supervisor-designee of an absence, disciplinary action may be taken and paid leave may be denied. An absence of three consecutive workdays without reporting to the supervisor or the supervisor-designee could result in termination unless unusual and extenuating circumstances justify the unreported absence.

2. Emergency Closures

The University of Cincinnati is always officially open. During periods of severe inclement weather, public emergency, or other crisis, the president or a designated cabinet officer of the University of Cincinnati

may issue an announcement of campus status as appropriate to the situation on the university electronic mail system and through local mass media outlets. Such a campus status announcement will inform the general public, as well as University of Cincinnati students and employees, that the University of Cincinnati campus, or a specific designated portion of the campus, is closed for a specific time period.

- Such announcements may specify that University of Cincinnati classes, with the exception of the College of Medicine, are cancelled until or after a specific time, or for an entire day.
- Such announcements may specify that all events and programs, including both university events and non-university events held in university facilities, are cancelled.
- Such announcements may specify that certain university offices and facilities are closed, except for the following essential offices that never close under any circumstances:

- Hoxworth Blood Center
- University Police
- Office of Residence Life/Housing units
- Utility plants
- Emergency maintenance operations
- College of Medicine
- Any research unit where the integrity of the research must be preserved
- Service units that routinely operate on a seven-day per week, twenty-four hour per day service schedule

3. Family and Medical Leave Act (FMLA) The Family and Medical Leave Act (FMLA) is federal legislation that entitles eligible employees to take an unpaid leave of absence from work for up to 12 weeks to respond to qualifying events affecting individual and family needs.

Employees are eligible to take FMLA leave after they have worked at least one year and also worked at least 1,250 hours over the previous 12 months.

How FMLA Works Eligible employees may be granted an FMLA leave of absence for these family and medical situations:

- Care of a newborn child,
- Care of a newly placed foster child or adopted child,
- Care of a spouse, child or parent (not parent-in-law) who has a serious health condition, or
- A serious health condition that makes the employee unable to work.

For further details and information on how to apply, please refer to the Choice Benefits Enrollment Workbook or contact the Benefits Office (513/556-6381).

4. Holidays Employees of the University of Cincinnati receive ten paid holidays each year. The holidays currently observed are: New Year's Day (1st of January), Martin Luther King Day (3rd Monday in January), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veterans' Day (November 11), Thanksgiving (fourth Thursday in November), day after Thanksgiving, day before or after Christmas and Christmas Day (December 25th). When a holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on Sunday, it will be observed the following Monday. If a holiday occurs during a period of paid sick or vacation leave, employees are not charged for sick leave or vacation.

5. Leaves of Absence The university provides a variety of leaves of absence for situations where an employee may need time off for a short or extended period of time. For example, time off may be needed for the employee's own illness, the illness of an immediate family member, education, military leaves, and/or personal matters. Eligibility for the various types of leaves will be based on employment status and position. Requirements and guidelines for leaves will be governed by university board rules, policies and/or union contracts if applicable. Depending on the type of leave, the time off may be paid using vacation and/or sick hours or unpaid. Requests for leaves of absence should be made to one's immediate

supervisor/manager. Continuation of benefits during a leave of absence should be coordinated through the Benefits office (513/556-6381).

Examples of types of leaves of absence:

Medical leave — time off is provided for short or long term absences due to the illness of any employee.

Childbirth, Childrearing or Adoption leave — time off is provided due to the birth or adoption of a child, or for the employee to remain home with the child after the birth or adoption for a specified period.

Military leave — time off provided to employees who are members of the Ohio National Guard or other reserve component of the United States Armed Services and are called to active duty or to attend scheduled reserve service.

Educational leave — time off may be granted for a period of up to one year for the purposes of education, training or specialized experience.

Personal leaves — time off may be granted for reasons including but not limited to public service or family needs.

The above does not constitute all the types of leaves that may be granted. There are additional types of leaves that are based on an employee's position. Contact the Benefits Office (513/556-6381) for more extensive information or questions on leaves of absence and eligibility.

- 6. Pay Periods** Bi-weekly paid employees receive a paycheck every other Tuesday for the 14-day pay period ending ten calendar days earlier. If a payday falls on a university holiday, employees will receive their check the last business day before the holiday.

Monthly paid employees receive a paycheck on the first calendar day of the following month. If the first day of the month falls on a weekend or a holiday, the payday is the last business day of the month being paid.

Paychecks or earning statements for those who use direct deposit are distributed through the employing unit.

The university withholds federal, state, City of Cincinnati and other local taxes (as required) from earnings. The university also withholds retirement contributions, garnishments and other legally required deductions. Employees may authorize other deductions, including those for credit union savings or payments, Savings Bonds, charitable giving campaign contributions, parking fees, group insurance premiums and union dues. Deductions are identified on the earnings statement accompanying each payroll check

- 7. Sick Leave — Accrual and Usage** Sick leave is provided to enable employees to receive medical treatment and recover from illness without losing pay. Sick leave is not to be used for vacation or other personal matters.

Accrual of Sick Leave

Unrepresented classified and unclassified bi-weekly paid employees (full-time, part-time, temporary, seasonal, intermittent and provisional), accrue sick leave at a rate of 4.6 hours

for every 80 hours in active pay status. Time in active pay status includes paid vacation, paid sick, overtime, automatic holiday pay, military leave and court leave.

Unclassified, full-time monthly-paid employees accrue sick leave at a rate of 1.25 days (10 hours) per month for each month in active pay status. Unclassified, part-time monthly-paid employees accrue sick leave on a pro-rated basis. Sick leave balances are reported on employee pay stubs. If employees have prior service in a state agency or political subdivision of the State of Ohio, they are eligible to have the accrued sick leave balance earned in the former employment transferred to the university sick leave balance, provided the university appointment is within ten years of the date of termination of last public service. Contact the Payroll Office (513/556-6381) for information about documenting this sick leave credit.

Use of Sick Leave Employees may use accrued sick leave hours when there is an illness or injury to themselves or a member of their immediate family requiring absence from work. Sick leave accrual (up to five days) may also be used for a death of an immediate family member. Immediate family members, for the use of accrued sick leave include: spouse, child, grandchild, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or a legal guardian or other person who stands in the place of a parent. Employees will be required to complete a Time Off Work Form (Form #A-1328) for each use of sick leave. Medical certification of treatment or examination is also necessary if medical attention is received for the illness or injury, or if the time off from work exceeds five work days. Again, sick leave is not to be used for vacation or personal purposes other than those specifically identified.

If an employee is institutionalized or hospitalized, the immediate supervisor or supervisor designee must be notified upon admission and discharge, and each day thereafter until the employee returns to work. The employee will be required to obtain a medical release from a University Health Services (UHS) physician before returning to work after an absence of five consecutive working days or more based on FMLA guidelines and/or departmental time and attendance policies.

8. Standard Work Week

The standard work week is a five day, forty hour week. A standard work day is eight hours with an additional half hour to one hour for a meal break. Supervisors will determine exact work schedules. Flexible and alternative schedules may be available with the supervisor's approval.

9. Timekeeping

Timekeeping systems are in place for hourly-paid employees to maintain accurate records of hours worked. The time recorded is the basis for calculating straight time, overtime pay and administering attendance policies. Any overtime worked must have prior approval by the supervisor. Accrual of unauthorized overtime may be cause for discipline.

Any employee, who is required to use a time clock system, may not clock in more than five minutes before the start of the scheduled work shift or begin work until the scheduled work shift starts. The employee is expected to clock out within five minutes after the end of the scheduled work shift or approved overtime. Any employee who forgets to clock in or out, or does it improperly must notify the supervisor immediately. The time card or time sheet is an official record, subject to audit. Employees are responsible for honest reporting of time, whether by time clock, phone system, or any other system. Falsification of time records, use of another employee's time card, or allowing another person to clock the employee in or out is a violation of university policy, and is grounds for disciplinary action, including dismissal.

10. Vacation — Accrual and Usage

The university considers vacation as an important time for rest and relaxation. Employees are encouraged to use accrued vacation annually.

Vacation Accrual

Vacation is accrued on a per pay period basis. Vacation will stop accruing if an employee reaches the maximum balance (equal to three years accrual), and will begin again when the balance is reduced. For purposes of determining the rate of vacation accrual, years of service with any state agency or political subdivision of the State of Ohio are counted. Vacation plans and accrual rates can be obtained in the Payroll Office.

Vacation Usage

Classified and unclassified, unrepresented employees may use accrued vacation after completion of six months of service. Employees will be required to complete a "Time Off From Work" (Form #A-1328) for each use of vacation time. Scheduling of vacations is the responsibility of the supervisor. Supervisors must evaluate operational needs and staffing requirements of the work unit when considering requests for vacation leave. Employees may be requested to revise a vacation request or to schedule it at a time other than peak periods. Upon separation from the university, employees are entitled to a lump sum payment for any earned but unused vacation accrual. No payment will be made to an employee with less than one year of state service. Accrued and unused vacation pay for a deceased employee will be paid to the beneficiary or to the estate.

IV. SAFETY

A. University Health Services

University Health Services (UHS) is a general diagnostic and medical treatment facility staffed by board-certified physicians and nurses. Potential and current employees may be referred to University Health Services for medical examinations or job-related injuries or illnesses.

Individuals who are candidates for employment and current university employees may be required to complete a medical examination. The Medical Center may also require its employees to undergo annual tuberculosis (tb) tests and additional examinations. Other areas may have medical requirements.

Employees who believe they have a work-related injury or illness can request a medical evaluation.

University Health Services has **two** clinics.

East Campus: Holmes Hospital (first floor)
 513/584-4457
 8 a.m. to 4:30 p.m.

West Campus: Scioto Hall (second floor)
 513/556-2564
 8:30 a.m. to 4:30 p.m.

After hours, employees with a work-related injury or illness may go to the nearest hospital or urgent care facility, or they may choose to be seen by their own physician.

1. Occupational Health and Safety

The University of Cincinnati has an Occupational Health Program for all employees managed by University Health Services. The following procedures are to be followed in the event that you sustain a work-related injury or illness while at work:

- If the problem is an emergency, call 911 and ask to go to the nearest hospital (The University Hospital, if you are in the Clifton area). If the problem is not urgent and it occurs during UC working hours, go to the University Health Services clinic on the first floor of Holmes (513/5844457), or the University Health Services clinic on the first floor of Scioto (513/556-2564). During evenings and weekends, go to the nearest hospital (The University Hospital, if you are in the Clifton area).
- As soon as possible, fill out an "Initial Report on Work-Related Injury or Illness" report (Form A1352a), have your supervisor sign it, and FAX it to Environmental Health and Safety (513/5564981). Depending on your department's policy, you may be required to report to University Health Services before you can return to work.

2. Environmental Health and Safety

Environmental Health and Safety has primary responsibility for assistance in ensuring work place safety and environmental health and protection for the environment.

Environmental Health and Safety is the university's liaison with various federal, state, county, and municipal regulatory agencies for the Occupational Safety and Health Administration (OSHA) and the United States Environmental Protection Agency (EPA).

Workplace safety oversight includes programs for personal injury and illness reporting, investigation, and emergency response for hazardous materials incidents. On the prevention side, programs are in place for information, training, corrective actions or behaviors, hazard identification and risk assessments, and exposure monitoring,

The University of Cincinnati program commitment for the protection of the environment, health, and liability management consists of consulting on the issues of safety-engineered design controls and pollution prevention strategies as regulated under the US EPA Clean Air Act, the Clean Water Act, the Safe Water Drinking Act, and the State of Ohio Toxics Release Program. The management of solid, infectious, and hazardous materials as regulated under the US EPA Resource Conservation Recovery Act is supervised and managed by the Office of Environmental Health and Safety. Permits, environmental compliance validation, quarterly and annual reports are generated from this office.

- **513/556-4968** Environmental Health and Safety
- **911** For emergencies involving hazardous materials or personal injury

For a chart showing the Safety Warning Signs, please see **Addendum 2**.

B. Radiation Safety The Radiation Safety Office (RSOf) provides radiation safety services and day-to-day oversight for the University of Cincinnati Radiation Control and Safety Program which includes UC Campuses, University Hospital, Children's Hospital Medical Center and Shriners Burns Institute. The oversight covers all uses of radioactive material (RAM) and radiation generating equipment (RGE) within the program areas. RSOf services include:

- Providing training to individuals using radiation sources
- Tracking the use of RAM from receipt to disposal
- Supplying dosimetry to users of radiation
- Auditing RAM and RGE users for regulatory compliance
- Surveying RAM use areas to ensure safe conditions
- Calibrating radiation survey meters
- Supplying 24-hour emergency response and patient care assistance
- Maintaining necessary licenses and registrations

Each employee must take responsibility for recognizing and heeding the international warning sign for

radiation, i.e., the purple or magenta trefoil on a background of yellow. No one should enter areas marked with this sign unless he or she has received training or there is a knowledgeable person available to provide an escort. Report any emergencies or unusual conditions to the phone numbers listed below.

Report Radiation Emergencies Or Unusual Conditions:

- **513/558-4110** During normal office hours of 8 a.m. to 5 p.m. Monday–Friday.
- **513/249-6812** RSO of 24-hour response digital pager.
- **513/556-1111** (University Police) Ask them to page Radiation Safety.
- **911** **If immediate and serious threat to health, safety or property exists, inform them radiation safety services are needed**

C. Public Safety The UC Police Department takes pride in working with the community to achieve a safe and secure environment for educational, professional and social pursuits. The department consists of fully commissioned police officers, security officers and support staff.

- **Emergency telephone for all campus locations**
- **513/558-1111** East Campus Non-Emergency
- **513/556-1111** West Campus Non-Emergency

The Department of Public Safety maintains security at all university locations. In addition, Public Safety provides crime prevention programs, key access, visitor control, parking security, motorist assistance, Photo I.D., and the lost and found.

The UC Police Department works in partnership with police departments in surrounding communities to provide a safe and secure environment. The department provides several services to directly assist the university faculty, staff and students.

- **911-Dispatch** service is available 24 hours daily from any campus phone (Branch Campuses included). Phone calls from on-campus pay phones are transferred from the local police to UC police.
- **Help phones** can be used for both emergency and non-emergency use. Phones are located campus-wide. They can be tan or blue in color or may be attached to a black pole with blue markings and lights.
- **The Motorist Assistance Program** provides vehicle jump-starts or unlocks to all faculty, staff and students while parked on UC property and up to three blocks off campus. There is no charge for this service, but you must have your UC I.D. To use this service, call 556-1111.
- **Lost and Found** items can be placed with UC police by calling and having the item picked up. Police personnel will attempt to locate the owner. All employees may call to see if their own lost property has been recovered. For this service, call 556-4925.
- **Nightwalk** — The Student Government operates a nightwalk escort program. The service operates nightly from 8:00 p.m. to 12:30 a.m. during the school year. The service is available to pick up or drop off students, staff, and faculty at a destination within a three-block radius of the west or east campus. There is no charge for this service. Please call 513/558-WALK (9255) for assistance.

Safety Tips from the Department of Public Safety

- Use the buddy system when you walk to your car; go to the first car and drive to the second.
- Cross the street or vary your walking pattern if you think someone is following you.
- Making noise or drawing attention to yourself will often scare off suspects.
- Keep your head up, look around, talk to those around you, and make eye contact.
- Prepare your car key before you leave work and hold it in your hand with the point of the key between your fingers. Item can be used to jab or slash a would-be attacker.
- Check the area around your car when you arrive; if it seems suspicious, continue walking and seek help immediately.
- Lock your doors as soon as you enter the vehicle.
- Always park in well-lighted areas.

- Secure valuables and change inside your trunk or glove compartment before you exit the vehicle.

Crime Prevention

- Offices should always be locked when not attended.
- Unattended property theft is the most common crime at the University of Cincinnati.
- Never leave valuables out in plain sight; secure them in a locking drawer or cabinet.
- Call anytime you see a suspicious person. Let a police officer check him or her out. Be sure to get as detailed a description of the person as possible.
- Use good crime prevention practices at home as well as at the office.

1. University of Cincinnati's Sexual Assault Guidelines

If Someone You Know is Sexually Assaulted:

STEP ONE: SEEK SUPPORT & ADVOCACY

The Sexual Assault Response Coordinator is available on campus to provide information/referral, hospital accompaniment, support and crisis intervention to survivors of sexual assault and relationship violence. She can be reached during office hours at 513/556-0173. At any other time, call the University of Cincinnati's Women's Center's 24 hour Sexual Violence Crisis Line for an advocate (513-218-9531)

STEP TWO: IMPORTANT OPTIONS TO CONSIDER

Medical Care: Medical care is recommended after any sexual offense. At a minimum, such care allows for testing, treatment of sexually transmitted infections (STIs), and medication to prevent pregnancy. In addition, if the assault has taken place within 72 hours, an exam can be conducted (known as a rape kit exam) for the purpose of collecting evidence for prosecution. The University Hospital offers a Sexual Assault Nurse Examiners (SANE) program that provides medical professionals with training in sexual assault response. The hospital can also provide testing to determine if drugs were used to facilitate a sexual assault.

Prosecution: A victim has the right to choose whether or not to prosecute. Even if a victim initially chooses not to prosecute, it can be helpful to report an assault so that prosecution can be pursued at a later date if the victim chooses to do so. This allows for timely evidence collection and early interviews with the victim/witnesses and gives more credibility if prosecution is pursued at a later date. It can also substantiate a separate charge of sexual assault against the same perpetrator.

Counseling and Advocacy: Survivors can receive support through a variety of offices and individuals.

- Sexual Assault Response Coordinator, the University of Cincinnati's Women's Center (513/556-0173) offers crisis intervention and emergency support services including accompaniments to the hospital, court and to the police. She supports survivors and assists with concerns related to on campus housing, academics and counseling.
- The University of Cincinnati's Women's Center 24-hour Sexual Violence Crisis Line (513/218-9531) offers information/referral services, hospital accompaniment, crisis intervention and support to survivors of sexual assault and sexual violence.
- The University of Cincinnati's Psychological Services (513/556-0648) offers individual and support groups.
- University Health Services (513/556-2564) offers individual mental health services.
- REACH (513/556-2506) provides individual counseling, workshops and educational programs upon request on various topics related to crisis intervention and prevention in the workplace.

YWCA & Women Helping Women 24-hour Protect Hotline (513/872-9259). offers information, referral, hospital & court accompaniment, crisis intervention and community support groups.

STEP THREE: DEALING WITH THE AFTERMATH

Housing and Academic Concerns: The University of Cincinnati will make changes in the Victim's academic and living conditions, if requested by the victim and such changes are reasonably available. To assist with concerns related to housing arrangements or academics, contact the **OMBUDS Office** (513/556-5956)

The Sexual Assault Response Coordinator can also help facilitate this assistance. Contact her at 513/556-0173; she can accompany and/or refer the survivor to that office

D. Fire Prevention Unit

The University of Cincinnati Fire Prevention Unit:

- Responds to emergencies.
- Provides training in fire prevention and fire equipment use
- Provides on-site fire safety inspections.
- Supports departments in their development of evacuation plans

There are several important issues to remember in being prepared for a fire emergency. These measures may prevent major damage to property and avoid injury or loss of life:

- Exit the building immediately upon suspicion of fire
- Crawl if necessary to avoid excessive heat and smoke
- Never use the elevator during a fire emergency; always use the stairs
- Pull a fire alarm, if possible, and close doors while exiting
- Report the incident immediately to 911 from a safe location
- Have all information available such as what sights, smells, the location, the need for medical assistance, and whether persons may be trapped inside. Be specific!
- Once evacuated, do not re-enter the building without permission from Public Safety

Every employee should be familiar with his or her work environment. Know where the two nearest emergency exits are, and ask for training on fire extinguisher use.

- Fire Prevention Emergencies Should Be Reported to:
- **911** For all suspected Fire Prevention Unit emergencies
- **513/556-4900** For non-emergency questions or concerns or to speak with a Fire Inspector

V. EMPLOYEE SERVICES & CONVENIENCES

A. Employee Services

1. Apartments

Morgens and Scioto Halls are apartment complexes reserved for UC students, faculty, and staff. Graduate students, married students, students with children or who are more than 23 years old may apply to live in one of these halls.

2. Bearcat Campus Card

The Bearcat Campus Card is more than your UC I.D, it's the smart way to do business. The Bearcat Campus card can be used at 450 locations on and off campus. Faculty and Staff can open a debit account using payroll deduction, or a credit account for use at various places on campus. Deposits can be made online at the address listed below, at the Mainstreet Connection Center on the 3rd floor of TUC, or at Value Transfer Stations (VTS) located on the second floor of TUC, at Langsam Library on the 4th floor, or in the new Recreation Center. The Bearcat Campus Card is better than carrying cash, and there are no service fees and no minimum balance. Find a full list of restaurants, services, and stores that accept the Bearcat Campus Card at www.uc.edu/bearcatcard.

3. Benefits Counseling

(See page 13)

4. Campus Scheduling

The Campus Scheduling Office is responsible for scheduling all non-academic activities on the university campus. Over 15,000 activities are scheduled annually. Meeting rooms, classrooms, banquet facilities, and outdoor activity spaces may all be scheduled through this office. Anyone who wishes to reserve a room for a meeting should contact Campus Scheduling (513/556-2442).

5. Discounts

Discount on various entertainment, activities and services can be obtained through the Benefits Office. These include discounts to Anheuser-Busch theme parks (Seaworld, Busch Gardens), Disney World and Universal Studios as well as car and hotel room rentals. A current list of available discounts can be accessed on www.hr.uc.edu/discounts, or by calling 513/556-3729.

6. Employee Assistance Program (REACH)

REACH (Responsive Employee Assistance Can Help) the University of Cincinnati's employee assistance program, is located at One Edwards Center (513/556-2506). REACH provides assistance in finding appropriate ways to cope with problems such as stress, mental or emotional illness, marital or family distress, financial problems, alcoholism, or drug abuse. Individual, support groups and family counseling services are available.

Participation in the program is voluntary, and information will be kept confidential to the extent permitted by law, and by university policy. Participation will not affect an employee's job security or promotional opportunities. An employee may voluntarily seek help from REACH, or may be referred to one of its programs by management, union, colleagues, or a family member.

7. Employee Records Unit

Employee records are maintained in the Human Resources Systems and Information Technology office. Records are maintained in electronic format and include documents such as Personnel Action Forms, performance evaluation documents, applications, employee orientation checklists, salary recommendation letters, and other items necessary for the conduct of university business, as it relates to personnel issues.

Any employee can arrange for an appointment to view his or her personnel file at the central records site by calling 513/556-1218. Records notifies an employee when a third-party request is made to view their record, and also refers those requests to the Office of General Counsel when there is no accompanying authorization from the person whose records are requested.

8. Employee Relations

Employee Relations, located in Room 360, University Hall, (513/556-6372), is responsible for interpreting university policies and procedures that affect terms and conditions of employment and for negotiating; and for negotiating and administering the university's collective bargaining agreements. Union represented employees, with questions regarding their bargaining unit agreement, should contact their union representative.

9. Employment Services

The Office of Employment Services, located in Room 300, University hall, (513/5563702), provides the university with prompt and professional advertisement, placement, recruitment, testing and referral services to ensure a qualified and diverse applicant pool.

10. Facilities Management

Facilities Management is dedicated to efficiently managing facility operations

and maintaining university buildings and grounds. The department also makes a wide range of support services available to UC departments. There is a cost associated with some of the services. Call the appropriate department to access more information.

- Grounds and Moving (513/556-4147)
- Maintenance and Housekeeping
East Campus (513/558-2500)
West Campus (including College of Applied Science) (513/556-6404)
- Clermont College (513/732-5200)
- Raymond Walters College (513/745-5708)
- Project Services (513/556-2187). Transportation (car/van rental for department use ONLY) (513/556-4424)

11. Health Directions Programs

a. Recreational Sports

The Recreational Sports facilities are available to full-time and part-time UC employees free of charge; a valid UC photo ID must be presented. They offer weight training equipment, cardiovascular equipment, racquetball and basketball courts, and fitness classes. For more information, call the Recreational Sports Office (513/556-5706) or visit their website at www.recsports.uc.edu.

b. University Fitness Center

The University Fitness Center is located on East Campus and provides a wide spectrum of services designed to enhance the well being of individuals. Nautilus, free weights, exercise classes, and a variety of health promotion activities including nutritional assessments are offered. More information can be accessed on www.med.uc.edu/fitness or by calling the Fitness Center (513/584-5909). Individual and student payment options are available.

c. UC Wellness Center

The UC Wellness Center, located on West Campus, offers services and programs to students, faculty and staff. The services include fitness and nutrition consultations and access to an extensive resource library with books, brochures, journals and videos on a wide variety of health and wellness topics. The Center also offers programs, workshops and awareness events on health and wellness. For more information, call 513/556-6124, or access www.wellness.uc.edu. The website also provides detailed information about the Center and its calendar of events.

12. Identification Badge and Keys

Full-time employees are issued a photo identification badge. This badge is required for security purposes in certain areas and should be useful for general purposes. UC employees and faculty may use the photo identification badge to obtain a 15 percent discount at the University Bookstores, reduced rates for campus activities, and the use of the University Libraries. Various athletic facilities (tennis, squash, track, gym, swimming pool) located on the West Campus are available to employees with an identification badge. Identification badges are obtained at the Security Office located in Room 238, University Hall or at the Office of Public Safety, 3 Edwards Center, on the West Campus.

If the identification card is lost or stolen, the employee must go to the same offices, show some form of I.D., and pay a \$15 replacement fee. Misuse of identification cards is against university policy and violators are subject to university disciplinary action.

13. Motorist Assistance

The Motorist Assistance Program is available for jumpstarts, assistance with locked vehicles, and inflation of flat tires for all faculty, staff, and students while parked on

UC property. For assistance, call West Campus (513/556-2283) or East Campus (513/558-5606); after

hours, call 513/556-1111.

- 14. Office of Equal Opportunity** The Office of Equal Opportunity, located in Room 250, University Hall, (513/5565503), is dedicated to the principles and practices of equal opportunities for all members of the university community. The staff is available for counseling, consultation and training. See page 19 of this handbook for more details about the functions of this department.
- 15. Ombuds Office** The Office of the University Ombuds, located in Room 607, Swift Hall, (513/5565956), is dedicated to cutting through bureaucratic red tape to help promptly and (to the extent legally permissible) confidentially solve problems for UC students, faculty and staff at UC. As the office responsible for helping solve problems in any area of the university, the Ombuds sees the institution from a comprehensive perspective. This enables the Ombuds to identify problem areas and recommend changes that improve the quality of life at UC. The Office of the Ombuds reflects UC's commitment to justice and fair treatment for members of the university community. For more information, go to www.uc.edu/ombuds.

Employees who feel that they have been treated unfairly or have experienced sexual harassment or discrimination, may go to the Ombuds Office. That office can investigate complaints or provide information about the applicable grievance procedure. All conversations will be kept strictly confidential and no action will be taken without the employee's permission. Information on ombuds services may also be obtained from the web page at www.uc.edu/ombuds.

Consult the Ombuds if:

- You have a problem at UC and do not know how to proceed
- You have become entangled in bureaucratic red tape
- You need information about policies and procedures at UC
- You need someone to negotiate between individuals or areas of the university
- You feel that you have been treated unfairly
- You think that the university has made an error in your case
- You would like information about grievance procedures and your rights at UC

In addition, the Ombuds office serves as a neutral third party in mediating on-the-job conflicts. It is one of the Complaint Intake Offices identified in the complaint resolution and grievance processes and for receipt of complaints of discrimination or sexual harassment.

- 16. Parking Services** To apply for a parking decal, please visit the Parking Office located at 51 West Corry Blvd, Four Edwards Center. Parking Service regular hours of operation are Monday through Friday 7:30 a.m. to 5:00 p.m. You may also visit our website at www.uc.edu/parking or call (513/556-2283) for additional information.

a. Cash

Daily cash parking, where the fee is based on the length of time parked, is available at all garage facilities. Please remember, all cash parking is subject to availability.

b. Decal

The decals are priced differently and maybe limited to garage availability. All decals must be obtained on the campus where the employee is officially registered. Please be aware of parking policies. Violators are subject to the issuance of a citation or immobilization of vehicle. Please visit the parking web site if would like additional information about decals or rules and regulations at www.uc.edu/parking.

c. Handicap

Contact Parking Services for information or visit our website www.uc.edu/parking for more specific

information.

d. Campus Shuttle Bus

Auxiliary Services provides free, handicapped accessible, shuttle bus service to the University of Cincinnati Campus Community. Our current services, as of Winter Quarter 2006, include:

- **Bearcat Express** – Buses runs every 7-10 minutes, 7 am to 7 pm, Monday thru Friday (year round- except Holidays). Stops include: Campus Green Dr. (CBA), Kingsgate, Eden Garage-rear, Eden Garage- front, and Kingsgate.
- **CCM/Bookstore Express** – Buses run every 25 minutes, 7 am to 7 pm, Monday thru Friday, (Year Round- except Holidays), Stops include Eden Garage-front, Piedmont Avenue, Sawyer Hall, Edwards Center, CCM Plaza (Dieterle), Edwards Center, Sawyer Hall, Kingsgate, and Eden Garage-rear.
- **CAS Express** – This route connects the College of Applied Science (CAS) with Main Campus. Bus runs every 30 minutes, 6:30 am to 11 pm, Monday thru Friday (except Holidays, Quarter Breaks and Summer Quarter). Stops include Sawyer Hall, College of Applied Science, Calhoun Hall, Main Gate, and University Pavilion.
- **Neighborhood Southwest Route** – (Limited service beginning Winter quarter, 2006). Buses will run every 12 minutes, 7am to 6 pm, Monday thru Friday. Stops include: Main Gate (Clifton Ave), University Pavilion, Riddle Rd. & Riddle View Ln, Marshall Ave. & Probasco St., Stratford Ave. & Joselin Ave., Stratford Heights, University Ct. & Straight St., Ravine St. & Ada St., Warner St. & Stratford Ave., Warner St. & Wheeler, Warner St. Moerline, Ohio Ave. near Lyons, University Park Apts.(Calhoun St.) and back to Main Gate (Clifton Avenue).

Please contact Auxiliary Services (513/556-4147) for more information or access www.uc.edu/facmgmt/shuttle.asp to review the current schedule.

- e. Metro Passes The Queen City Metro bus system serving UC from most Cincinnati and suburban areas offers regular riders a reduced fare through monthly passes. Queen City Metro passes may be purchased at West Campus Parking Services the first three days and last three days of each month.

17. The Transfer and Lifelong Learning Center The Transfer and Lifelong Learning Center, located on the 4th floor, University Pavilion , (513-556-2247), has services to help adult employees who are interested in returning to college or considering college for the first time. These include advising and support services for credit courses. Credit assessments are completed by the Credit Evaluation Center in the same location. Non-credit programs are offered through the Office for Continuing Education.

18. UC Advantage Program The UC Advantage Program offers access to a select group of business providers offering superior products and services at special prices to university employees. Although this program is continually updated with new products and services, current services include discounted auto and home insurance offered through Liberty Mutual Insurance Company and special real estate and relocation services offered through Sibcy Cline Realty. Specific information on these programs will be available shortly in the lobby of the Human Resources Department, Rm.340, University Hall. For current information, access links at www.hr.uc.edu/

19. UCit Help Desk The UCit Help Desk provides first level support for voice and data communications (including wireless) and can assist with all computing concerns for the faculty, staff, and students of UC. The Help Desk supports the mainframe, file servers, email servers (Exchange and Bearcat Online), Blackboard, OZ, SmartEnforcer (residence halls), and remote access. It also provides software and hardware support to staff and faculty for PCs, Macintoshes, and printers. Help Desk hours of operations are from 7 am until 9 pm, Monday through Friday, and from 8 am until 9 pm on the weekends. You may contact the Help Desk via email to HelpDesk@uc.edu or by phone at 513/556-HELP (4357).

20. Walk-to-Work Loan Program

The Walk-to-Work loan program is offered by the university to help first-time homebuyers who are purchasing

a home in the “uptown area” with down payment and/or closing costs. (The “uptown area” includes Clifton, Corryville, Mt. Auburn, Walnut Hills, Clifton Heights, Fairview Heights, Avondale, Evanston and University Heights.) Applicants must be eligible for benefits from the university, and must have been approved for a mortgage. Loans are processed on a first-come, first-served basis, and are allowed as funds are available.

The university also partners with the Home Ownership Center of Greater Cincinnati. The Center provides help for participants with imperfect credit histories or those who have not saved up enough for a down payment. They also offer a loan to be used for closing costs. The Counseling Service offers classes on home ownership as well as counseling. They help participants learn how to read contracts, select a real estate agent and find low cost loans.

Please contact the Benefits Office (513/556-6381) for further information on any of these programs.

B. Conveniences

1. Banking

a. CINCO Financial Group

Employees may belong to this credit union if they are a UC student, alumnus, faculty or staff member. The office is located at 49 William Howard Taft Road; business hours are Monday, Wednesday, Thursday, 8:30 a.m.–5:30 p.m., Tuesday and Friday, 8:30 a.m.–6 p.m., and Saturday 9 a.m.–1 p.m. Products and services offered include: ATM/Master Check cards, PC banking, savings, direct deposit, checking, mortgage financing, and financial planning.

CINCO also provides notary service to its members (See Notary Public Services on page 40).

Please note — these services are not always available and it is best to call ahead to confirm hours of service.

b. ATMs

In order to provide convenience to the university community, automated teller machines (ATMs) are located as follows:

ATM Location	Type	Finance Institution	BANK
Bookstore, Lower Level	MAC	One	
CAS	Jeanie	CINCO Credit Union	
Clermont	Star	First Clermont Bank	
College of Medicine	Jeanie	5/3 Bank	5/3 Bank
Kingsgate		5/3 Bank	5/3 Bank
Conference Center	Jeanie	CINCO	
MSB		Credit Union	
Jeanie Medical			
Arts Building	Jeanie		
RWC			
Jeanie			
Shoemaker (outside ticket window)	Jeanie	CINCO Credit Union	5/3
Shoemaker (west lobby)	Jeanie	Bank	5/3 Bank
Shoemaker (east lobby)	Jeanie	5/3 Bank	5/3 Bank
TUC, Lobby Vestibule, Level 2	Jeanie	CINCO Credit	
TUC, Lobby Vestibule, Level 3	Jeanie		
Union			

TUC, Level 3 (opp. Mick & Mack's) University Star
 Hall Jeanie University Hospital Jeanie
 University Hospital Jeanie University
 Hospital MAC

PNC Bank CINCO Credit
 Union CINCO Credit Union
 Provident US Bank

2. Bookstore The UC Bookstores have locations on all five-university campuses, as well as a second store on the West Campus, in the DAAP Building. Each store offers a variety of goods and services for academic and personal needs. Merchandise availability may vary by location. UC employees and faculty receive a 15% discount on merchandise, excluding computers and software, at the university bookstores. They offer the following types of merchandise and services:

- Entire requested selection of new and used textbooks
- Complete line of UC insignia clothes and gifts
- Common trade books, including best-sellers, reference, classics, new releases, children's books, and magazines
- Gifts, greeting cards, stationery, and frames
- Computer software and hardware at low educational prices
- Snacks and beverages (two separate convenience stores on West Campus – one in TUC and one in the Recreation Center)
- ATM
- Campus Copying
- Fax
- Film developing in the West and East Campus stores
- First class tamps in the West Campus store
- Notary public

For more information, please call 513/556-1700 or e-mail at: bookstore@uc.edu. Also visit www.uc.bkstr.com.

3. Campus Copy Campus Copy is a full service copy center. Services include self- and full-service copy machines in black and white and full color, cutting, laminate, photo quality printing from your digital camera, and fax services. Business cards, announcements, T-shirts, posters, banners, labels, and mailing supplies are just some of the items that are available. Students, faculty and staff can even send files to print at Business on Main from home! Send files to campus.copy@uc.edu along with printing instructions and pick them up when you get to campus. Business on Main can also print color or black and white files created on a Macintosh or PC. Questions regarding networking or jobs can be answered by calling Campus Copy (513/556-COPY (2679). Regular hours of operation are 7:30 a.m. – 8 p.m. Monday – Thursday; 7:30 a.m. – 7:00 p.m. Friday; 10:00 a.m. – 5:00 p.m. Saturday; 12:00 noon – 5:00 p.m. Sunday.

4. Child Care The UC Child Care Center, Inc. was designed to meet the needs of UC students, faculty, and staff. The Center, currently operates at 3310 Ruther Avenue in Clifton, (513/961-2825). It offers care of children from infancy to age 6. Full- and part-time

childcare is available. A school-aged kids program is also available during the summer months. The Blue Ash YMCA sponsors a childcare center for Raymond Walters' students on that campus. A brochure detailing UC childcare options is available from the UC Women's Center (571 Steger Student Life Center) and from the Associate Vice President for Student Life, (745 Steger Student Life Center). The UC Women's Center also offers a baby-sitting referral service.

5. Dining Facilities Dining facilities and vending areas are located throughout the university, as well as within the areas immediately surrounding the university.

6. Entertainment The College Conservatory of Music (CCM), one of the nation's leading conservatories for the performing arts and electronic media, offers nearly 1,000 performances each year, ranging from solo recitals to full-scale productions of drama, musical theater, and opera. Most events are free and open to the public; for ticketed events, UC faculty and staff receive a discount. For information, please contact the CCM Concert Hotline (513/556-4183) or online at www.ccm.uc.edu/events.html.

7. Information and Concessions The Campus Information Center, adjacent to the Dining Pavilion on Baldwin Quad, is open Monday–Friday, 8 a.m. – 5 p.m.; closed Saturday and Sunday. Call 513/556-2831 for more information. The Campus Information Center offers the following types of information and services:

- Cashing Travelers Checks
- Campus maps
- CINCO change machines
- Queen City Metro schedules and maps
- Campus event information
- A wide variety of snacks, school supplies, phone cards, health and beauty aids
- Local restaurant and attraction information
- Special Events Ticket Sales
- Movie passes (sponsored by SOA)

8. Libraries The University of Cincinnati maintains 18 libraries located on the East and West and branch campuses. The libraries constitute a nationally recognized research center. They maintain resources that include over 2.5 million bound volumes, more than three million microform units, over 21,700 serial subscriptions and a growing number of electronic resources. UCLID is the local pathway to OhioLINK, a consortium consisting of a large number of Ohio college and university libraries with access to research databases, and over 31 million library items statewide. The UC libraries also provide instructional programs on computer software and the development of web pages. All of these resources are available to employees as well as to students. For more information and library hours call East Campus (513/558-5627) or West Campus (513/556-1867). Phone numbers for branch campus libraries and others are listed in the Faculty/Staff Directory.

9. Lost and Found Consult with Public Safety at Three Edwards Center (513/558-4900.) Also, Campus Information Center (513/556-2831) coordinates a campus lost and found service. Refer to Public Safety page 29.

10. Mail Services

The Mail Center is located at 2900 Reading Road and serves both East, West and off campus locations. Mail Services employees pickup and deliver mail to all offices within the university community. Interdepartmental envelopes should be utilized to send your official UC correspondence within the university. This allows the Mail Center to easily identify mail to be metered from interdepartmental mail that does not require postage. When sending mail out to be metered, have your complete return address with an account number in the upper left hand corner of the envelope. If the mail is to be sent out of the country, mark Air Mail on the face of the envelope and separate it from mail to be metered with a rubberband. Personal mail; mail having a stamp already applied, can be placed in your outbound box. When received by the Mail Center it will be given to the USPS that day.

For additional information call 513/556-3525 or 513/556-3987 or go to www.uc.edu/mailservices. Daily pickup is between 8:00 am and 3:00 pm.

11. Medical Center Public Relations and Communications Medical Center Public Relations and Communications, located on East Campus, (513/558-6111) offers an extensive range of editorial, design, photographic, reprographic, and video resources to help meet the communication needs of the entire

university. Some of the services available are listed below.

- **Art & Design Services** — design and production capabilities include: WebPages, poster sessions, business cards, flyers, invitations, maps, brochures, newsletters, diagrams, graphs, and signage
- **Duplicating Services** — provides departmental and hallway copiers, as well as a full-service copy center providing services such as: on line digital printing, color accent printing, full color copies, full color wide format printing (up to 60" wide) as well as full finishing capabilities (folding, stapling, laminating, hole punching, cutting, 4 types of binding)
- **Photography Services** — capabilities include: digital photography, film and slide processing, on-location photography, passport photos, gel photography, event photography, computer slide imaging, black and white custom printing, surgical and procedure documentation
- **Video Services** — capabilities include: state of the art studio, or on-location digital videography, digital non-linear editing, video script wiring, satellite downlinking, video duplicating, audio conferencing
- **Writing and Editing** — services are available such as copywriting, copy editing, grant writing, scripts, speeches, newsletter production, advertisements, marketing materials, educational materials

12. Notary Public Services

At the UC Bookstore, notary services are provided to all full-time and part-time staff and students. Five documents per person per day will be notarized at no charge. There is a \$1 fee for each additional document.

13. Printing and Duplicating Services

Printing and Duplicating Services, located in the Campus Services Building at 2900 Reading Road, provides complete printing, high volume duplicating, mail, and related services to the university community. For further information, call 513/5565045 or visit their website at www.uc.edu/printingservices.

Printing Services Copy Center, located in Rm.07, McMicken Hall, is dedicated exclusively to the facility and staff of the university. This convenient, on campus location, provides color copies, black and white copies as well as most common binding and finishing operations. Please call 513/556-3325 for information or to request a pick-up.

Printing Services Satellite Copy Center provides copier placement and document production systems for university departments. New, state-of-the-art digital copiers and printers are available in both black and white, and color models. Please call 513/556-3931 for more information.

14. UC Women's Center

UC Women's Center provides educational programs and a library of books, videos, magazines, newsletters, and pamphlets focusing on women's issues. This office also provides support, advocacy and referral for anyone who has experienced sexual assault, sexual harassment, stalking, domestic or dating violence, eating disorders and other related concerns. For more information on these services call 513/556-4401.

A Sexual Assault Response Coordinator is available 24 hours a day to provide emergency intervention and support to any UC student, staff, faculty or visitor who is sexually assaulted. Call 513/218-9531.

C. UC Professional Organizations

1. AAPW — Association for Administrative and Professional Women

The Association for Administrative and Professional Women (AAPW) was formed in 1974 at the University of Cincinnati and proudly continues to exist for the benefit and support of administrative and professional women. The women who proposed and formed this organization perceived a need for improved communication among themselves and for additional opportunities in professional development

and advancement. AAPW provides a means to network across campuses and provides continuing opportunities for professional development for administrative and professional women. AAPW establishes a forum for sharing and discussing issues concerning administrative and professional women as a campus group. For more information go to www.uc.edu/aapw/.

2. Toastmasters

Toastmasters is an international organization that assists its members in improving their communication skills in a supportive environment. Toastmasters can help members lose the fear of public speaking and learn skills that will help them be more successful in whatever path in life they choose.

Bearcat Toastmasters meet the first and third Thursday of each month in Dining Room D in the University Hospital Cafeteria. The starting time is 5:30 p.m.

Are you interested in:

- Learning or improving public speaking skills?
- Eliminating your fear of public speaking?
- Becoming a better listener?
- Increasing your self-esteem?
- Learning to think on your feet through impromptu speeches?
- Having a good time?
- Effectively develop and present your ideas?
- Learning how to offer constructive criticism, accept criticism objectively?

3. UCAAMP — UC Association for Administrators, Managers, and Professionals

Members network and form friendships through monthly luncheon programs. President Zimpher addresses the group annually. Luncheon events may include University faculty, administration or board speakers or tours of new campus buildings. Additional speakers from the zoo, the City of Cincinnati, or other local attractions are invited to speak as well. The UCAAMP website is www.uc.edu/ucaamp.

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ADDENDUM 1

Work-Site Orientation Process

	Date	Employee Initials	Reviewer's Initials
GENERAL TOPICS			
Attendance and Payroll			
• Check job appointment forms/payroll forms • Holidays • Overtime • Salary • Sick leave • Vacation request • Working hours			
Buddy/Mentor – assign and encourage use			

Clerical services – if available			
Department Mission Statement			
Department policies, rules, and expectations			
Discipline procedures			
Duplication/transparency-making process			
Explain how unit functions to support overall organization			
Faxing procedures			
Forms – UC, etc.			
Introduce co-workers, key contact persons, and inform other co-workers of the new employee's background			
Location of restrooms, emergency exits, bulletin boards and eating areas			
Mailbox			
Manuals for operating procedures			
Medical			
• Check in at University Health Services at Holmes • Return to Work Procedures			
Organizational chart			

Parking/Transportation			
• Parking areas • Parking decals/key cards • Shuttle bus service			
Personal Progress Meeting after several weeks to check on employee's comfort level and encourage questions			
Photo ID			
Professional Development			
• External training • Internal training • Libraries • Organizations • Tuition remission			
Safety and Security			

<ul style="list-style-type: none"> • Accident reporting • Emergency exits • Emergency procedures/phone numbers • Environmental Health & Safety Orientation • Radiation Safety Orientation • Fire safety/drills • On-the job illness/injury • UC police/security 			
Staff meetings			
Supplies and Equipment			
<ul style="list-style-type: none"> • Business cards • Equipment, supplies, tools • Forms, manuals • Keys • Prepare and process special needs for position, e.g. passwords, codes, badge • Purchasing rules and procedures • Uniforms/personal protective equipment • Workspace should be available/read (furniture, equipment, communications) 			

Telephone/Communication			
<ul style="list-style-type: none"> • Answering procedure • Campus mail • E-mail/voice mail • Internet • Long distance policy • Paging (university/department) • Use of UC directory – completion of sign-up form 			
Training plan and schedule			
Tour of workplace			
POSITION-SPECIFIC TOPICS			
Break periods			
CDL & DOT drug testing policy			
Clock-in procedure for hourly employees			
Discuss results needed from this position. Introduce performance standards for this Specific position and the training schedule.			
Dress code			
Evaluation process			
Hepatitis B Check (at UHS)			
Job training requirements			

Probation period			
Provide job description including responsibilities and expectations			
Respirator Clearance (at UHS)			
Salary increases			
Schedule Respirator Fit Testing (Dr. Roy McKay)			
Special qualifications/certification required by end of probation			
Supervision			
TB Test (at UHS)			
Union representation			
Working title of the job			
OTHER WRITE-INS			

ADDENDUM 2

Safety Warning Signs YOU Should Know

(see pages 45 and 46 for explanations)



(a chemical that initiates, promotes (Material Safety combustion in other materials, thereby Data sheet)
causing fire either of itself or through
the release of oxygen or other gases)

University of Cincinnati
Environmental Health & Safety
Phone 513/556-4968 – M.L. 0218

<http://ehs2.uc.edu>

Safety Warning Signs You Should Know

The signage system is designed to fulfill regulatory signage requirements as well to alert faculty, staff, students and visitors to specific hazards in buildings. The signs do not list every hazard associated with the area and does not replace basic safety training or practice. Signs will be posted at the entrance to each functional area. Additional, information concerning site-specific safety requirements is available at the Environmental Health and Safety web page

[www.http://ehs.uc.edu/](http://ehs.uc.edu/).

The **BIOHAZARD** label will be posted at access points to BL2, BL3 and HBV/HIV research laboratories. The label itself may also be used to identify refrigerators, freezers, incubators and regulated waste containers where human blood or other potentially infectious materials are stored.

The **HEARING PROTECTION REQUIRED** label will be posted at access points to laboratories or other areas where there is a potential for noise exposures at or above 85 dBA.

The **NOTICE AUTHORIZED PERSONNEL ONLY** label signifies access to the area is restricted to only authorized personnel unless the site manager grants permission for entry and confirms the space safe for entry.

The **CAUTION RADIOACTIVE MATERIAL** label will be posted at access points to areas where radioactive materials are used or stored, or where radioactive wastes are accumulated.

The **POISON** label will be posted at access points to laboratories or storage areas containing chemical substances defined by the Department of Transportation as poisonous, or by the Environmental Protection Agency as acutely toxic. Materials are presumed to be toxic to humans because the agent falls within the following categories when tested on laboratory animals; Oral Toxicity LD₅₀ of ≤ 50 mg/kg, Dermal Toxicity LD₅₀ of ≤ 200 mg/kg, and Inhalation Toxicity LC₅₀ of ≤ 0.5 mg/l.

The **MSDS** label signifies access to Material Safety Data Sheets for hazardous chemicals used or stored on the university property. **MSDSs** contain information on chemical identification, composition and physical properties along with health, physical and environmental hazards.

The **DANGER LASER OPERATING** signs must be displayed on the outside of the access points to each laboratory or area where class IIIB and IV lasers are in operation. The danger sign must be removed when the laser is not in operation.

The **DANGER FLAMMABLE GAS** label will be posted at access points to laboratories or storage areas regularly storing flammable gases. Flammable gases are materials that will ignite easily and burn rapidly; the flame and heat propagation rate is so great as to resemble an explosion.

The **NON-FLAMMABLE GAS** label will be posted at access points to laboratories or storage areas regularly storing non-flammable gases. Non-Flammable gases are materials that have a flash point above 100 °F. Non-flammable is an official classification for shipping and safety regulations, however, non-flammable gases are combustible materials and are a potential fire hazard.

This **NOTICE SAFETY GLASSES REQUIRED** label must be posted at access points to all laboratories and other areas where there is a reasonable probability of exposure to hazardous chemicals, potentially infectious agents or physical hazards that may result in injury if eye protection is not used.

The **OXIDIZER** label will be posted at access points to laboratories or areas storing materials that can, generally by yielding oxygen, cause or enhance the combustion of other materials.

The **EXIT** label must be posted on any door, passage, or stairway that is an exit or a way to exit access. If an **EXIT** is not easy to find by occupants an **ARROW** must point the way to the **EXIT**.

The **PORTABLE FIRE EXTINGUISHER** label must be posted indicating the location of the fire extinguisher. Portable fire extinguishers are marked for the types of fire for which they may be used (Class A, Class B, Class C, Class D, Special Categories) and carefully placed for the fire hazard present in the area.

The **EYEWASH UNITS** and **EMERGENCY SHOWER** labels are posted in the area indicating the location of the eyewashes and emergency showers. In order to be effective emergency showers and eyewashes need to release a large volume of water at low velocity for the prescribed time of 15 minutes

ADDENDUM 3

UC Idioms

Do You Speak UC-ese?

Veteran UC worker: Can you stop at U-Hall and pick up the PDQs at Human Resources, then run over to Main Street and get some Blackboard files duplicated?

New UC worker: Huh??!



Parlez-vous UC?

By Marianne Kunnen-Jones

The job description may not have said so, but working at UC requires you to become bilingual. Not necessarily by learning the tongue of another nation, but by gaining fluency in UC-speak.

Every community, and nearly every profession, has its own terminology. UC does, too. While UC's language labs may not be equipped with recordings or lessons translating from English to UC-ese or vice versa, this guide offers an introduction to some of the most common words and phrases in the university's vocabulary. It may even be enlightening for long-time staffers.

This guide is revised periodically. If you have common terms to suggest for addition or deletion, please contact Nancy Hanseman at Human Resources, **nancy.hanseman@uc.edu**.

For additional guidelines on the names of buildings, facilities and colleges, as well as grammar questions, visit the University Stylebook online (www.uc.edu/ucomm/stylebook.htm).

Unless otherwise noted, the following words are pronounced as words, and letters as individual letters.

A114 (A-1-14): A Request for Payment form used to reimburse individuals for expenses paid, or to pay for freelance or personal services contract work

A123 (A-1-23): A budget request form

A900 (A-900): Equal Opportunity Office approval form that documents the recruitment activities for newly hired employees

AAPW: The Association for Administrative and Professional Women — a nonprofit organization that provides a forum for sharing and discussing issues concerning UC women, professional development, networking and community service

AAUP: American Association of University Professors — a collective bargaining unit representing UC faculty

A&BS: Administrative and Business Services

AFSCME (afs-mee): American Federation of State, County and Municipal Employees — a collective bargaining unit representing facilities, parking, maintenance and related employees

A&S: The McMicken College of Arts and Sciences

ARP: Alternative Retirement Plan — one of the state retirement systems available for employees hired after a certain date

AWF: Association for Women Faculty — works to promote the professional development and welfare of women faculty by facilitating communication, providing programs for development and acting as an advocate on matters of Affirmative Action, reappointment, tenure and promotion

AY: Academic year

Bearcats: The name of UC's athletic teams and the team mascot

Bearcat Campus Card (BCC): A UC debit card available to students, faculty and staff for a variety of on-campus and off-campus purchases

Blackboard: A web-based course management system that allows teachers and students to communicate outside the classroom

CAHS: College of Allied Health Sciences

Campus Green: Grassy area bordered by Martin Luther King Blvd., Lindner Hall, the Alumni Center, the residence halls along Jefferson Ave., and Sigma Sigma Commons

CCM: College-Conservatory of Music

CECH: College of Education, Criminal Justice and Human Services

COB: College of Business (formerly CBA)

COM: College of Medicine

DAAP (dap or D-A-A-P): College of Design, Architecture, Art, and Planning

East Campus/West Campus: East Campus refers to the Medical Center, including the colleges of medicine, pharmacy, nursing and allied health sciences; Marriott Kingsgate Conference Hotel; University Hall; and Hoxworth Blood Center. West Campus is both an organizational term for non-medical units and a geographical term that refers to the superblock campus bounded by Clifton Avenue, Calhoun Street, Martin Luther King Drive and Jefferson Avenue.

Edwards I, II, III, IV: The Edwards Center on W. Corry Blvd. consists of four separate sections, each with its own individually numbered entrance.

Fifth Third Arena: the preferred reference for the location of basketball games within in the Shoemaker Center. Fifth Third Arena consists of Ed Jucker Court, 13,176 seats, private suites and a restaurant that overlook the court. The facility also accommodates commencement and some concerts.

FY: Fiscal Year (begins July 1 and ends June 30)

GETit (get-I-T): the online ordering system for UCit products and services

Great Hall: The large meeting room on the fourth floor of Tangeman University Center

GRI: Genome Research Institute – generic research facility located at Galbraith and Reading Roads

Help Desk: 556-HELP, support for all phone, computing, e-mail and server concerns, for both on-campus and remote access

HPB: Health Professions Building

HR: Human Resources

HRMS: Human Resources Management System — the human resources online system that tracks data such as job information and sick time for university employees

IUOE: International Union of Operating Engineers — a collective bargaining unit representing

power plant and trades employees

Kronos: Online system used to record time for hourly paid employees

MainStreet: A corridor that stretches from University Pavilion, past Tangeman University Center and the Student Recreation Center, ending at Sigma Sigma Commons. Serves as a hub for student services, including academic services, shopping, dining, recreational and social needs.

McMicken Commons: The grassy area between McMicken Hall and Tangeman University Center

Mick and Mack: Twin lions guarding the entrance at McMicken Hall

Mick and Mack's: The name of a restaurant in Tangeman University Center

MSB: Not an academic degree, but the Medical Sciences Building on East Campus

NIU: “Non-cash Intra-University” form used to charge another department within the university

Non-traditional student: A student who is either returning to college or starting college at an age older than typical freshmen

OD&T: Organization, Development and Training — The former name for “Employee Development & Organization Effectiveness”, the HR office that supports work units in strategic planning, team building and problem solving, while providing individual employees with professional and technical training

OMI/OCAS (O-M-I / O-kus): The former name of the College of Applied Science. It stands for Ohio Mechanics Institute/Ohio College of Applied Science, which merged with UC in 1969.

ONA: Ohio Nurses Association — a collective bargaining unit representing nurses

One Stop Service: Simply called One Stop most of the time. Located in University Pavilion. Allows students to register for classes, check financial aid status, view bills, check grades and request transcript in “one stop.”

OPERS (O-purz): Ohio Public Employees Retirement System — one of the state retirement systems

PAF: Personnel Action Form — required for all new hires and follows each employee’s tenure; documents pay raises, titles and retirement

P-Card: Purchase Card — a university credit card used to make purchases directly from vendors

PDF: Personal Data Form — documents personal information about employees so UC knows where to mail employee information and how to handle various matters required by law

PDQ: Position Description Questionnaire — used to describe the duties and responsibilities of a position for Human Resources' review

PEIS: Payroll and Employee Information Services — the department that processes UC paychecks

Please?: Cincinnati-speak for “What?” or “I beg your pardon?” — stemming from the city’s German heritage. It’s the English translation of the German *bitte*.

PVR: Payroll Verification Report

Quad: Engineering Quadrangle, bordered by Swift, Old Chem and Baldwin halls

QSI: Quality Service Initiative — a program that works to improve the quality of service and operations at UC

REACH: Responsive Employee Assistance Can Help — employee assistance program offering counseling services and support groups for emotional stress, mental illness, financial problems, alcoholism and drug abuse

RWC: Raymond Walters College — a branch campus of UC in Blue Ash

RX: Purchase Requisition

Sears building: Officially named the Campus Services Building, yet often called “Sears” because the building at the corner of Reading and University once housed a Sears store

SEIU/1199: Service Employees International Union — a collective bargaining unit representing office employees

Shoe: “The Shoe” is short for the Myrl Shoemaker Center, which houses the Fifth Third Arena and support services for the Bearcat sports teams, including the women’s basketball offices, meeting rooms, locker rooms and related facilities.

Short Vine: The business district on the section of Vine Street that takes a jog to the east and is bounded by Corry Boulevard and M.L. King Drive

Sigma Sigma Commons: Light tower and grassy amphitheater near French Hall, a gift of Sigma Sigma fraternity

STRS (sturz): State Teachers Retirement System — one of the state retirement

systems

TA: Travel Authorization form (not a teaching assistant) — needs to be authorized before you go anywhere. When you return, if you are eligible for reimbursement, you need to file a travel expense report (TE).

TUC: Tangeman University Center — the student union

Three Sisters: The trio of high-rise residential halls along Jefferson Avenue (Morgens, Scioto and Sawyer)

UC|21: Shorthand for “UC|21: Defining the new Urban Research University,” the university’s strategic plan for charting its academic course

UCAAMP (U-kamp): University of Cincinnati Association of Administrators, Managers and Professionals — a networking and professional development group for unclassified, unrepresented staff

UCATS (U-cats): University of Cincinnati Athletic Teams Scholarships — donors who contribute at least \$50 to fund UC student-athletes may purchase priority seating tickets to Bearcat games

UCFlex (UC-flex): The university’s new integrated business system.

UCFlex Financials: (formerly **FSRP-Financial System Replacement Project**) UC’s initiative to replace the CUFS system and streamline and standardize key business processes in the areas of Accounting, Budgeting, Grants, Endowments and Procurement.

UCFlex Human Resources: This system will replace the **Human Resources Management System (HRMS)** and **Benefits Management System (BMS)**.

UC is Listening: Online feedback forum for compliments, complaints, questions, suggestions and surveys (www.feedback.uc.edu)

UCit (UC-I-T or UC-it): UC Information Technologies — provides computer and telephone services, previously called CITS (sits)

U-Hall: University Hall — location of many administrative offices

UniverSIS (univer-sis): University Student Information System (also called SIS) — a computerized system that consolidates all UC student databases and streamlines record-keeping and student-support operations

Uptown Campus: East Campus, West Campus and the College of Applied Science campus combined

USAs: University Service Associates — cross-trained staff who provide admissions, financial aid and other services to current and prospective students in the One Stop Services Center

WIN (win): Women’s Initiatives Network — serves as an umbrella group for faculty, staff, student and

alumni organizations on campus that are dedicated to serving women

Work Control: The department that handles facilities services, such as maintenance and HV/AC

Compliments of:

HR – EMPLOYEE DEVELOPMENT & ORGANIZATION EFFECTIVENESS formerly OD&T

GRADUATE SCHOOL HANDBOOK

University of Cincinnati

Graduate School

Graduate Handbook

Graduate students are subject to the most current university rules and regulations. Changes occur, and official updates can be found by consulting the online *Graduate Handbook* at the [Graduate School's website](#). Returning students are subject to the current rules, policies, and regulations in effect at the time of their re-admission and thereafter.

Document Navigation Tools

- 1. Please open the bookmark function on the left side of this PDF to navigate this document more easily.***
- 2. Also notice that each chapter title, listed in red, in the Table of Contents can be clicked to place a user directly on the corresponding page in the document.***

2008-2009

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Introduction

The University of Cincinnati is a state-supported, Carnegie Research Extensive institution accredited by the North Central Association of Colleges and Schools. Facilities include a main academic campus, a medical campus, a branch campus in suburban Blue Ash, and a rural branch campus in Clermont County. Over 220 graduate and professional programs are offered in 12 schools:

Allied Health Sciences
Arts and Sciences
Business
College-Conservatory of Music
Design, Architecture, Art, and Planning
Education, Criminal Justice, and Human Services
Engineering
Law
Medicine
Nursing
Pharmacy
Social Work

Faculty members are nationally and internationally recognized professors and researchers in their fields who are dedicated to providing students with an environment fostering innovative scholarship and research. This commitment to excellence in scholarship and research is expressed in the university's mission statement:

The University of Cincinnati is a public comprehensive system of learning and research. The excellent faculty have distinguished themselves world-wide for their creative pedagogy and research, especially in problem-solving and application of their discoveries.

The university system is designed to serve a diverse student body with a broad range of interests and goals. It is a place of opportunity.

In support of this mission, the University of Cincinnati strives to provide the highest quality learning environment, world-renowned scholarship, innovation and community service, and to serve as a place where freedom of intellectual interchange flourishes.

This *Graduate Handbook* is intended to identify available resources and help new and returning students understand university policies that affect them.

Graduate School

Location

110 Van Wormer Hall
2614 McMicken Circle
Cincinnati, OH

Mailing Address

P.O. Box 210627
Cincinnati, OH
45221-0627

Phone: (513) 556-4335

Fax: (513) 556-0128

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KEY CONTACTS—PHONE NUMBERS

Phone numbers listed are area code 513.

EMERGENCY, Police & Fire.....	911
AFRICAN AMERICAN CULTURAL AND RESEARCH CENTER.....	556-1177
BABYSITTING REFERRAL SERVICE, UC Women's Center.....	556-4401
BILLS, STUDENT ACCOUNTS, contact One Stop Student Service Center.....	556-1000
BOOKSTORE, MAIN UC, Information.....	556-1700
Textbooks.....	556-1400
General Books.....	556-1800
School/Art Supplies.....	556-4672
Computerware.....	556-2679
BUS, Metro: Cincinnati's public bus system (route information).....	621-4455
BUS, Metro Bus Passes, Parking Services.....	556-2283
CAMPUS INFORMATION (maps, campus events, not directory assistance).....	556-2831
CAREER DEVELOPMENT CENTER, career development, job postings.....	556-3471
CASHIER'S OFFICE.....	556-4252
CENTER FOR COMMUNITY ENGAGEMENT, volunteer work.....	556-1559
CHILDCARE CENTER, UC Daycare Center.....	961-2825
CLUB SPORTS BOARD.....	556-6115
COUNSELING CENTER.....	556-0648
DIRECTORY ASSISTANCE, Off Campus.....	556-6000
On-Campus.....	0
DISABILITY SERVICES.....	556-6823
TTY.....	556-3277
ENGLISH AS A SECOND LANGUAGE, Center for ESL, information.....	556-3590
EMERGENCY, Police & Fire Emergency Number.....	911
EMPLOYMENT, STUDENT on campus employment.....	556-3702
ETHNIC PROGRAMS & SERVICES.....	556-6008
FIFTH THIRD ARENA, Tickets.....	556-2287
Information.....	556-2170
FINANCIAL AID, contact One Stop Student Service Center.....	556-1000
FITNESS & WELLNESS SCREENINGS.....	556-6124
FITNESS CLASSES, Recreation Center.....	556-0604
GRADUATE STUDENT GOVERNANCE ASSN. (GSGA).....	556-6101
GRADUATE SCHOOL OFFICE.....	556-4335
HEALTH INSURANCE, University Health Services.....	556-6868
HEALTH SERVICES University Health Services	

East Campus.....	584-4457
West Campus.....	556-2564
HOUSING, Graduate.....	556-0682
Off-Campus Housing.....	556-0682
ID BADGES, Public Safety, 3 Edwards Center.....	556-4925
INFORMATION TECHNOLOGIES HELPDESK, UCit.....	556-4357
INTERNATIONAL STUDENT SERVICES OFFICE (ISSO).....	556-4278
INTRAMURAL SPORTS.....	556-5706
LIBRARIES, Langsam (Main Library) Hours.....	556-5201
Circulation.....	556-1424
Information Commons Desk.....	556-1867
College of Applied Science Library (200-B CAS).....	556-6594
Chemistry/Biology Library (503 Rieveschl).....	556-1498
Classics Library (320 Blegen).....	556-1315
College-Conservatory of Music Library (417 Blegen).....	556-1970
Curriculum Resources Center (600 Blegen).....	556-1430
Design, Architecture, Art, and Planning Library, (5480 Aronoff).....	556-1335
Engineering Library (850 Baldwin).....	556-1550
Geology/Mathematics/Physics Library (240 Braunstein)	556-1324
LOST AND FOUND, Public Safety, East & West Campuses.....	556-4958
NEWSPAPERS, LOCAL, Cincinnati Enquirer or Cincinnati Post.....	651-4500
NIGHTWALK, escort back from class at night.....	558-9255
NOTARY, UC Bookstore (by appointment).....	556-1700
OMBUDS OFFICE.....	556-5956
ONE STOP STUDENT SERVICE CENTER.....	556-1000
PARKING SERVICES.....	556-2283
PHARMACY, University Health Services West.....	556-6091
POLICE, Emergency	911
Non-Emergency, West Campus.....	556-1111
Non-Emergency, East Campus.....	558-1111
PSYCHOLOGICAL SERVICES.....	556-0648
PUBLIC LIBRARY	
Cincinnati Main Downtown.....	369-6900
Clifton Branch.....	369-4447
Corryville Branch.....	369-6034
RECREATION CENTER.....	556-0604
Court Reservations.....	556-0604
REGISTRATION, contact One Stop Student Service Center.....	556-1000
SEXUAL ASSAULT INFORMATION.....	556-0173
24 Hour Help-Line.....	218-9531

SHUTTLEBUS INFORMATION, Transportation Services.....	556-4424
See shuttlebus schedule	
STUDENT ACCOUNTS (Bills), contact One Stop Student Service Center	556-1000
STUDENT ACTIVITIES BOARD (SAB) (promotes student groups).....	556-6107
STUDENT CODE OF CONDUCT, Office of University Judicial Affairs.....	556-6814
STUDENT GOVERNMENT – GSGA (Graduate Student Governance Assn.).....	556-6101
STUDENT LIFE, UC Office of.....	556-5250
STUDENT ORGANIZATIONS & ACTIVITIES OFFICE (SOA).....	556-6115
STUDENT RECORDS, Registrar.....	556-9900
TESTING SERVICES.....	556-7173
TICKETS, ATHLETICS.....	556-2287
TICKETS, THEATER, CCM Box Office.....	556-4183
TRANSCRIPTS, Student Records, Registrar.....	556-9900
TUTORIAL SERVICES.....	556-3244
VETERAN'S EDUCATIONAL BENEFITS, Registrar.....	556-6811
WEATHER & TIME.....	721-1700
WELLNESS CENTER, smoking cessation, wellness / fitness evaluations.....	556-6124
WOMEN'S CENTER.....	556-4401

ADMISSION TO GRADUATE PROGRAMS

APPLICATION PROCESS

Where to Obtain an Application

Students [apply](#) to graduate school at the University of Cincinnati online via the [Graduate School](#) website. This site is maintained by the Graduate School.

Application Steps

Step I. Submit Application and Fee

Students electronically transmit a completed online application form to the Graduate School, referring to the website application instructions online. The preferred way for online applicants to pay the nonrefundable application fee is by Visa or MasterCard credit card to ensure rapid processing. Alternatively, the applicant may follow website instructions to mail in the nonrefundable application fee via check or money order payable to the University of Cincinnati. Cash payments are accepted if the exact dollar amount is delivered in person to the Graduate School at 110 Van Wormer Hall. An application fee is required for *each* program to which the student applies.

Some colleges have additional fees, so applicants should refer to the chosen [program's website](#) and/or contact the program for clarification. Application fees must always be paid independently of other fees. Tuition remission does not include the application fee. An application and fee are valid for only one calendar year. The application fee may be waived in cases of financial need as follows:

Waiving of Application Fee Due to Financial Need

United States (U.S.) citizens can apply for an application fee waiver based on financial need. To do so, they should first submit their application for admission to the Graduate School following the normal procedure. Then the student should submit a written request for a fee waiver to the Associate Dean of the Graduate School, accompanied with credible verification of his or her need. The written request must identify the program to which the student is applying and the student's anticipated first quarter, as well as provide his or her social security number. Acceptable verification of financial need includes written verification of the student's status from an official agency (federal, state, or city agency/program or government-funded program) on the agency's letterhead or a copy of the student's latest 1040 Form that was submitted to the IRS. If the request is denied, the applicant will be required to pay the application fee.

Waiving of Application Fee for McNair Scholars and STARS Students

McNair Scholars and STARS students need not pay the application fee upon verification of McNair or STARS status. Send verification, signed by McNair or STARS program director on McNair or STARS letterhead to: Associate Dean of the Graduate School, PO Box 210627, Cincinnati, OH 45221-0627.

Step II. Submit All College or Program Information

Applicants are encouraged to refer to their program's web page or contact the program to which they are applying as soon as possible for requirements relating to their program of study. It is the student's responsibility to turn in college or program supplementary material directly to the college or program itself. (The applicant is responsible for ensuring that all parts of an application, such as references, have been received by the University of Cincinnati.) At a minimum, these materials include:

U.S. Students

- official transcript of all colleges/universities attended;
- letters of recommendation (quantity required depends on program);
- official copies of standardized test scores (GRE, GMAT, MCAT, etc.); *
- the completed college/program application where required;
- additional materials, if required (e.g., writing samples, portfolios, etc.).

International Students

- official transcripts of all colleges/universities attended;
- letters of recommendation (quantity required depends on program);
- official test scores from TOEFL, TSE tests;
- official copies of standardized test scores (GRE, GMAT, MCAT); *
- the completed college/program application where required;
- additional materials if required (e.g., writing samples, portfolios, etc.).

* Applicants for admission to many, but not all, colleges and programs are required to take a standardized test. Individual colleges or programs should be consulted to determine specific requirements for admission. GRE and GMAT scores are valid for up to five years. Programs that do not normally require a standardized test may require one as additional information in special circumstances.

Application Deadlines

Applicants should check the website of the specific program in which they are interested to ascertain the application deadline for that program. Applications and application fees are only valid for one calendar year. A second application and application fee will not be required from those applicants who have received an approved one-year deferment from their graduate program director.

(Programs must notify the Graduate School [Admissions Officer](#) of any deferments.)

ADMISSIONS POLICY

The University of Cincinnati welcomes graduate applications from students who:

- hold a baccalaureate degree from a college or university regarded as standard by a regional or general accrediting agency and
- have at least a *B* average in relevant undergraduate course work or otherwise give evidence of promise as judged satisfactory by the admitting program.

Decisions concerning admission to graduate programs rest with the programs, and criteria used for determining admission are established by the programs. In highly exceptional cases, program directors may petition the Associate Dean of the Graduate School to waive the baccalaureate requirement. Program admission decisions are final unless it can be demonstrated that the program violated a policy established by the university or the Graduate School or that the program failed to consistently apply the criteria established by the program or college. Programs have the authority to set their application deadlines, to require certain pre-admission examinations, to require satisfactory completion of certain course work prior to admission, and to establish other pre-admission requirements. The process for making graduate program admission decisions varies slightly from program to program; however, all programs have established written criteria for judging the admissibility of applicants. These criteria are published in each program's graduate handbook.

Faculty and Administrators' Eligibility for Graduate Degrees

No holder of an academic administrative title of assistant dean or equivalent or above at the University of Cincinnati who holds faculty rank above instructor (full-time or adjunct) may matriculate or be granted a graduate degree from the University of Cincinnati.

No graduate degree from the University of Cincinnati will be granted to any faculty member at the University of Cincinnati above the rank of instructor (full-time or adjunct) who teaches in the same department/division in which the degree is to be granted. This rule also applies to adjunct appointments at any level and to interdisciplinary degrees when the same college is one of the interdisciplinary colleges.

College deans may petition the Associate Dean of the Graduate School for a waiver of this policy on an individual faculty member's behalf. The written request should include a statement about the teaching responsibilities of the faculty member indicating if they are teaching graduate students and a plan for managing potential conflicts of interest.

ADMISSIONS CATEGORIES

Full graduate status may be granted to an applicant who meets the criteria discussed in the above “Admissions Policy” section.

Unclassified graduate status allows non-matriculated students to take courses for graduate credit when they have not been admitted into a graduate degree program. Should the student subsequently matriculate into a program, the number of credits a degree program accepts toward the degree requirements from the student under this classification ordinarily may not exceed 15.

DUAL DEGREE PROGRAMS

The university offers the opportunity for students to pursue two complementary degrees simultaneously through structured dual degree programs (see below for a complete listing). Admission to these programs requires the submission of two completed online application forms—one for each program—but only one application fee is required. Each program’s entrance requirements must be met in addition to university requirements, and the applicant must be accepted by both programs. Students pursuing multiple degrees of their own choosing are still required to complete two online applications and submit two separate application fees. Below is a listing of the Dual Degree programs:

• Business Administration / Arts Administration	MBA/MA
• Business Administration / Nursing	MBA/MSN
• Law / Women’s Studies	JD/MA
• Law / Business	JD/MBA
• Urban Planning / Community Planning	BUP/MCP
• Law / Political Science	JD/MA
• Law / Political Science	JD/PhD
• Law / Social Work	JD/MSW

INTERNATIONAL STUDENT ADMISSION

The [UC International Services](#) office supports the needs of international students at the University of Cincinnati. The office assists international students in understanding the rules, regulations, and procedures that must be followed during their stay in the United States (U.S.) and provides support services and cultural information to students. International Services is located in Suite 3134, One Edwards Center (556-4278). Information about admission to University of Cincinnati for international students is available on their website. International students with F-1 visas can be granted admission with full graduate status only. Most international students with J-1 visas can be granted admission with full graduate status only, with some exceptions. Students with J-1 visas should inquire with UC International Services to determine the regulations that apply to them. Students with green cards (U.S. resident aliens/permanent residents) are not defined as international students and, therefore, are not governed by the university’s international student policies. However, the TOEFL requirement does

apply to green card holders (see The Test of English as a Foreign Language, below).

In instances where an international student holds a degree for which the U.S. equivalent is not known, or if it is determined by the program that the applicant does not have the equivalent of a bachelor's degree, the program must submit a petition for admission without the bachelor's degree, with supporting documentation and rationale, to the Associate Dean of the Graduate School.

All international students are required to carry University of Cincinnati student health insurance unless they qualify for a waiver. Quarterly fees are automatically assessed each registration period. Please see [here](#) for more information on the Graduate Assistant/Fellow Health Insurance Award.

English Proficiency Requirement

English proficiency is required of all applicants whose native language is not English. Students can demonstrate proficiency in a number of ways at the graduate level. Most students fulfill the English requirement by taking the Test of English as a Foreign Language (TOEFL) or the International English Testing System (IELTS).

For IELTS an overall band score of 6.5 is sufficient for graduate admission. TOEFL requirements vary and scores are valid for up to two years. The minimum university requirement is:

- 520 (paper-based test), or
- 190 (computer-based test), or
- 68 (internet-based test)

However, many colleges and programs have higher score requirements than those listed above. Applicants can contact the programs of colleges to which they are applying for details.

The English proficiency requirement is met for applicants with degrees (e.g. bachelor's or master's) earned in English from accredited universities and colleges in the US, Canada, England, Australia, New Zealand or other English-speaking countries. A copy of the degree or transcript is required.

The English proficiency requirement is also met for students who have completed level 112 of Intensive English instruction at ELS Language Centers. In Fall 2008, ELS will be opening a center on UC's campus. More information on ELS Language Centers can be found [here](#).

Students from the following countries are exempt from the English proficiency requirement

Antigua & Barbuda	Cayman Islands	New Zealand
Australia	Dominica	Singapore
Bahamas	Fiji	South Africa
Barbados	Grenada	St. Kitts & Nevis
Belize	Ireland	St. Lucia

Bermuda
British Virgin Islands
Canada (except Quebec)

Jamaica
Liberia
Malawi

St. Vincent & the Grenadines
United Kingdom

Request for a waiver of the English proficiency requirement must be made by the applicant's Program Director (with appropriate documentation justifying English proficiency) to the Associate Dean of the Graduate School.

Oral English Proficiency Test (OEPT)

The OEPT tests the spoken language skills of non-native speakers of English. An overall score of 3.0 is the minimum passing score for the test. If you score less than 3.0, you are recommended to take ESL courses before retaking the test. For students who will have teaching responsibilities, the minimum required score is 3.0. Students who pass with at least a 3.0 are certified for oral English proficiency and may assume the full range of duties associated with a teaching assistantship. Students whose oral English proficiency has not been officially certified may not assume instructional responsibilities. Students are required to take the test at the beginning of their first quarter of study. Students who score 26 or above on the speaking section of the TOEFL IBT or students with a score of 50 or above on the Test of Spoken English are exempt from the OEPT. A student is permitted to take the OEPT twice without charge during an academic year.

Compulsory Health Screening

The University of Cincinnati requires a health screening of all international students at [University Health Services](#). It is imperative that the student consult the letter included in the pre-arrival packet. It contains an immunization record sheet that must be completed, signed, and sealed by a medical official. Failure to complete the evaluation upon arrival will result in cancellation of classes for the subsequent quarter. If classes are cancelled, the student will be in violation of immigration status.

INTERNATIONAL STUDENTS, GENERAL INFORMATION

Following are some key definitions and regulations pertaining to international students. Additional information is provided in the electronic [International Student Handbook](#).

Key Terms for International Students

I-20 A/B: Immigration and Naturalization Form (Certificate of Eligibility) for F-1 Visa

Uses:

1. To obtain a F-1 visa from the American Embassy/Consulate in his or her home country
2. To enter the U.S. for the first time
3. To re-enter after a short visit outside the U.S.
4. To transfer to another school
5. For entry of family
6. To extend expected graduation date

DS2019: Certificate of Eligibility for Exchange Visitor Status (J-1 Visa)

Uses:

1. To obtain a J-1 visa from the American Embassy/Consulate in his or her home country
2. To enter the U.S. for the first time
3. To extend stay and renew Entry Permit (I-94)
4. To re-enter after a short visit outside the U.S.
5. For entry of family
6. To extend expected graduation date

I-94: Arrival/Departure Record

The I-94 is the small white card in the passport on which the visa classification and expiration date of the student's authorized stay is written when he or she enters the U.S.. International students must be in possession of their I-94 card at all times. It should be turned in each time a student leaves the U.S. and a new one issued upon reentry to the U.S.

All students should have F-1 (exchange students should have J-1) written as the visa classification.

D/S stands for duration of status, which means the period during which the student is pursuing a full course of study, plus one year for practical training (18 months to three years for J-1 students), and 60 days in which to depart the country (30 days for J-1 students).

Passport:

A passport is a person's country's identification of him or her as a citizen. The passport must remain valid at all times and may not expire. It may be renewed by contacting one's home-country Embassy/Consulate within the U.S..

Visa: Stamped Page in Passport

A visa normally is a stamp placed in one's passport by an official of the U.S. (or the country being entered) which permits entry. Unless someone is visa-exempt, he or she must have a valid visa to enter the U.S.; however, unlike a passport, a visa is allowed to expire once in the U.S..

INTERNATIONAL STUDENTS, MAINTAINING IMMIGRATION STATUS

The responsibility for maintaining immigration status lies with the student. Key information on maintaining immigration status is listed below. Full information is available in the [*International Student Handbook*](#). To maintain their immigration status, international students must:

- 1. Maintain full-time enrollment and normal progress toward their degree.** Twelve credit hours per quarter is full-time enrollment by US Citizenship and Immigration Services (USCIS) definition. Therefore, international students must be registered for 10 hours of graduate coursework leading to their specific graduate degree during each consecutive quarter of an academic year, excluding summer, in order to meet the USCIS requirements to maintain their immigration status. Once an international student has completed all course work and is working on his or her thesis or dissertation, he or she must register for at least one research credit each academic year to retain proper University and immigration status. Such students must submit a Reduced Course Load Certification Form to UC International Services upon completion of all required course work.
- 2. Work no more than 20 hours per week on campus.** International students are permitted to engage in on-campus employment only and are limited to working no more than 20 hours per week while school is in session. Working more than 20 hours per week is a violation of student status and could lead to any number of USCIS penalties, including deportation. During summer and other breaks there is no hour limitation.
- 3. Obtain extensions of their permission to stay in the U.S., as required.** USCIS regulations state that F-1 students may stay in the U.S. for the duration of an educational program or a series of educational programs (for example, from an undergraduate degree through a master's degree) plus the duration of optional practical training and then an additional 60 days. However, students who do not complete the stated education program within the time indicated on their I-20 form must request a program extension prior to the completion date. Those who do not request a program extension are out of status and must be reinstated by the USCIS. There are new laws that severely penalize non-immigrants who violate their status through overstays. Please make sure your I-20 does not expire.

J-1 students may stay in the U.S. for the duration of an educational program or series of educational programs plus the duration of academic training and then an additional 30 days.

All J-1 students sponsored by the University of Cincinnati must make an appointment with an International Services office staff member in Suite

3134, One Edwards Center prior to the expiration of the DS2019. J-1 students sponsored by organizations other than the University of Cincinnati (for example, Fulbright, LASPAU, etc.) must contact their sponsoring agency (the organization issuing the DS2019).

- 4. Get approval from US Citizenship and Immigration Services (USCIS) to work off campus or UC International Services.** International students are not eligible to work off-campus until they have been a full-time student for at least one academic year. At that point the student *may* be eligible provided there is a legitimate “economic necessity.” The student must make an appointment with an International Services staff member to discuss his or her eligibility. As very few students are approved for off-campus employment by the USCIS, it is important that international students have sufficient financial support to fund their entire stay at the University of Cincinnati. Students can work off campus through Curricular Practical Training if the work is an integral part of degree completion. Such employment must be authorized through UC International Services.
- 5. Maintain a valid passport!** Each student’s passport must be valid for a minimum of six months beyond his or her expected date of entry into the U.S. For example, if the student will enter the U.S. on September 1, 2007 his/her passport should be valid until at least March 1, 2008. Renewal applications must be made with the Embassy or Consulate of the country issuing the passport, and a certification of student status from the University of Cincinnati will be required. (This can be obtained from International Services.)
- 6. Notify International Services of transfer to another school or a change in educational program.** International students planning to transfer to another school should confer with an adviser in International Services. The new school will require certification of proper student status and eligibility to transfer. UC International Services will need to “release” the student’s SEVIS record to the new school in order to transfer. Transferring students must report to the international office of their new school within 15 days of the beginning of classes to have their transfer processed.

Reporting a Change of Address

International students are required to report any address change to the University within 10 days of the change. This includes address changes of any dependents as well. Any student subject to the U.S. Government’s Special Registration Procedures must also report address changes within 10 days to the government, per the [government’s instructions](#).

Changing Degree Programs

Anytime an international student changes majors (such as chemistry to math) or degree levels (such as master's to doctoral) he or she must obtain a new I-20. No later than the 15th day after starting the new program, the student must meet with an International Services staff member and provide a copy of the application to the new program, a letter of acceptance to the new program, and proof of financial support for the new program.

Visa Expiration/Renewal

This procedure is only necessary when the student intends to travel outside the U.S. and his or her visa is expired. The visa need not be renewed if the student is traveling in Canada, Mexico, or other contiguous U.S. territories for less than 30 days. Students cannot renew their visa in the U.S.; they must visit the American Consulate/Embassy Office in the country they are visiting in order to get the renewal date issued. The following documentation is required: a valid passport, a properly executed I-20 or DS2019, proof of financial support, and/or a letter of certification.

Traveling Outside the United States

F-1 visa holders need the following documents to re-enter the U.S. after a temporary absence: 1) page 4 of form I-20 endorsed by International Services, 2) a valid passport and U.S. visa, 3) verification of adequate financial support, and 4) verification of enrollment.

Note: A new I-20 is required only if there has been a change in the student's field of study, degree level, in the source or amount of funding, or if all the endorsement lines are complete. Requests for a new I-20 or for a signature on page 3 must be made **at least 5 business days before a student's planned departure.**

J-1 visa holders need the following documents to re-enter the U.S. after a temporary absence: 1) a valid DS2019 (pink copy) endorsed by International Services (or sponsoring agency), 2) a valid passport and U.S. visa, 3) verification of adequate financial support, and 4) verification of enrollment.

Note: A new DS2019 is required if the student's current DS2019 will expire before he or she plans to re-enter the U.S. or if the program of study, degree level or finances have changed. Requests for a new DS2019 or for a signature on the pink copy must be made **at least 5 business days before the student's planned departure.**

More information for international students (varying from immigration regulations to cultural issues) can be obtained in the [*International Student Handbook*](#).

TRANSFER OF GRADUATE CREDITS FROM ANOTHER INSTITUTION

Students who have completed graduate work at other schools may petition their graduate program director for transfer of credits earned elsewhere to be applied towards a master's or doctoral degree at the University of Cincinnati. This petition is evaluated by the program that has been petitioned. Normally, the number of credit hours transferred from a course taken at another institution into a program at the University of Cincinnati cannot exceed the number of credit hours given for a University of Cincinnati course which covers equivalent material. (When converting semester hours to quarter hours, 3 semester credit hours are equal to 4½ quarter credit hours; 1 semester hour equals 1½ quarter credit hours.)

A University of Cincinnati graduate program can accept or reject transfer credits at its own discretion, regardless of the graduate degree program or discipline in which they were earned.

Normally, credits are not transferred if they were earned more than five years prior to the date of the student's application to the University of Cincinnati program accepting the transferred credits.

Master's Degree, Allowable Transfer Credits

The number of transferable and acceptable credits is determined by the faculty in the program to which students have applied. Eligibility for graduation requires a minimum of 45 graduate credits, at least 50% of which must be completed while in residence at the University of Cincinnati. Many programs require more credits for the degree, and students should confer with their individual programs to ascertain program requirements. In no case may the final 50% of a University of Cincinnati's program requirements be satisfied by transfer from another institution. Students who wish to transfer credits taken outside the university after matriculating into a program must obtain approval from their program for those transfer credits in advance of taking the outside courses.

Doctoral Degree, Allowable Transfer Credits

Doctoral degrees are conferred on the basis of sustained study and high

scholarly attainment in a special field of learning. In no case will the degree be granted for less than three years of full-time graduate study or its equivalent, of which the last year must be in residence in the University of Cincinnati or under the university's direction. The number of transferable and acceptable credits is determined by the faculty in the program to which students have applied. Eligibility for graduation requires either a minimum of 135 graduate credits beyond the bachelor's degree or 90 graduate credits beyond a master's degree. The last 45 must be completed under the direction of University of Cincinnati faculty.

CHANGING TO ANOTHER DEGREE PROGRAM AT UC

Students are responsible for fulfilling the requirements of the given degree program in which they are registered. In order to change from one degree program to another, a student must submit a complete application to the new program. If the degrees are housed in the same department, and the change is made over consecutive quarter enrollments, the application fee is waived. If the new degree program is in a different administrative program, the student is responsible for paying the application fee. A student cannot graduate from a program different from the one to which they are officially accepted and in which university records show the student to be matriculated.

A program can accept up to 50% of the graduate credits required for the master's degree into the program to which the student is transferring, from the graduate program at the University of Cincinnati from which the student is transferring. A PhD requires a minimum of 135 graduate credits or 90 graduate credits beyond a master's degree. The last 45 must be completed in the program that grants the degree at the University of Cincinnati.

The maximum number of credits that a student can transfer from unclassified (or undeclared major) status at University of Cincinnati to a specific degree program is 15. If students must take undergraduate courses to satisfy prerequisites, the student may be accepted by the program on a provisional basis contingent on satisfying those prerequisites. In all of these cases, the program should indicate on the Transfer of University of Cincinnati Credit Form which transfer credits are accepted. These procedures ensure the student will be successfully transferred into the new program, and the integrity of student records will be maintained.

GRADUATE DEGREE PROGRAMS

Please see the complete listing of University of Cincinnati graduate [programs and degrees](#) offered.

GRADUATE CERTIFICATE PROGRAMS

Several departments and colleges at the University of Cincinnati offer graduate certificate programs. In some instances, certificates can be earned only in conjunction with a master's degree; in other programs, a master's degree is a

prerequisite. Some certificates are separate from degree programs and can be earned independent of degrees. Applicants must [apply online](#) for admission.

General guidelines are as follows:

Students must hold a baccalaureate degree.

Degree seeking and non-degree seeking students may be enrolled in the same program.

If a student wishes to enroll in a certificate program concurrent with his or her current degree program, the student must complete the [online Certificate Application](#) and submit the fee either in person at 110 Van Wormer or by mail to P.O. Box 210627, Cincinnati, OH 45221-0627.

If a student is not enrolled in a degree program but wishes to enroll in a graduate certificate program, he or she must also complete the [online Certificate Application](#), complete and submit the Graduate Supplemental Information Form and application fee either in person at 110 Van Wormer or by mail to P.O. Box 210627, Cincinnati, OH 45221-0627.

Students enrolled in a graduate certificate program only are not eligible for any University General Funds support, even if they attend full-time. These students must complete a Graduate Supplemental Information Form, which is available through the department.

If a student is interested, she or he should contact the appropriate program office to obtain the unique criteria and prerequisites for the desired program. Please see the Graduate School's website for a complete listing of [certificate programs](#) offered.

Note: Students interested in the Certificate of Advanced Graduate Studies (CAGS) program must submit the online [Application for Graduate Admission](#) found on the Graduate School's website.

FINANCIAL SUPPORT

Graduate students may obtain financial support from several sources.

- The University of Cincinnati provides merit-based graduate awards in the form of tuition scholarships (known as University Graduate Scholarships or UGS), graduate assistantships (including teaching and research assistantships), and program-specific scholarships and fellowships.
- Scholarship and fellowship support is also available from a diverse collection of external sponsors at the local, state, national, and international levels.
- Need-based support may be obtained from federal and state sources.

Financial support from each of these sources is described below.

UNIVERSITY GRADUATE AWARDS

The University of Cincinnati offers several types of merit-based graduate awards. The three most common types—University Graduate Scholarships, graduate assistantships, and fellowships—are described below. Most University graduate awards are underwritten by University funds allocated by the Graduate School to individual colleges. Some awards are competitive and granted by the Graduate School upon recommendation of an individual graduate program.

UNIVERSITY GRADUATE SCHOLARSHIP

The University Graduate Scholarship is a university-funded scholarship that covers all or part of a full-time or part-time student's tuition and fees. The appointing program sends offers of scholarship awards in writing, including information about the amount and duration of the award and the terms of the offer. Students receiving a UGS must be registered for at least the number of graduate credit hours covered by the UGS in each quarter for which they are receiving support. The UGS is a scholarship only, and no service is required in return for the award. Students who receive a UGS but no graduate assistantship or fellowship will not be assigned duties that are not required of all students as part of academic program completion. Students registered for more than 18 credits in a quarter will be billed tuition and general fees on a per-credit-hour rate for each credit over the 18.

If a student withdraws from a class funded by a UGS, the UGS is cancelled immediately and the student is responsible for the tuition balance, based on the date of withdrawal. Students may receive UGS support for audited courses only after the first 12 graduate credit hours.

All rules that govern recipients of UGS support pertain to all students with UGS awards, including international students. Other rules and policies that apply

specifically to international students are independent of UGS regulations. Neither negates or takes the place of the other. (See *Requirements for University of Cincinnati Graduate Awards*.)

Note: Financial awards that require no service may reduce eligibility for educational loans. Please notify the Student Financial Aid Office of your UGS if you apply for aid from that office.

GRADUATE ASSISTANTSHIPS

Graduate assistantships (GAs) are awarded to almost 2000 full-time graduate students each year at the University of Cincinnati. A student awarded a graduate assistantship receives a financial stipend for services rendered in addition to a full tuition scholarship. Also, graduate assistants are entitled to a discount at the University Bookstore and a credit for winter and spring quarter health insurance if they are enrolled in student health insurance during the fall quarter.

Students receiving graduate assistantships from university general funds must be registered for 12 graduate credit hours or more each quarter at UC, exclusive of audit credits. Assistantships are awarded for designated periods of time by the graduate programs with funds allocated and monitored by the Graduate School. Minimum stipends are set by the Dean of the Graduate School. Graduate students who have attempted 260 graduate credit hours at the University of Cincinnati are not eligible for a university award for enrollment beyond the 260. (See *Requirements for University of Cincinnati Graduate Awards* later in this section.) University assistantships will be cancelled if the awardee does not meet his or her enrollment obligation.

The appointing academic program, college, or area of responsibility determines workload requirements of students who hold assistantships, although the awards obligate awardees to no more than 20 hours per week of services that make a substantive contribution to the student's academic and professional development. If the student determines that he or she cannot meet the requirements of the award, it is imperative that he or she notifies the program to initiate renegotiation or reassignment of the award with correspondingly less support. A student is not required to be available during break periods unless he or she is given additional compensation.

A student who receives a graduate assistantship devotes effort to a combined program of formal study and assigned duties of teaching, research, or administrative service. The stipend received by the graduate assistant is in recognition of these services. Those with teaching duties are teaching assistants (TAs), and those with research duties are research assistants (RAs). During the appointment, the goal is to produce a graduate student who becomes a more learned, creative, and professional individual through formal instruction, interaction with faculty, research, and administrative experience. Any assignments that result from a graduate award should be consistent with the student's academic pursuits.

Graduate assistants' duties are governed by their program. If awarded an assistantship outside their program, graduate assistants' duties are governed by the academic program, college, or the area of responsibility that made the award.

Non-native speakers of English who are awarded teaching assistantships at the University of Cincinnati are required to score at least a 3.0 on the Oral English Proficiency Test (OEPT). The OEPT tests the spoken language skills of non-native speakers of English. Students who pass are certified for oral English proficiency and may assume the full range of duties associated with their teaching assistantship. However, students who score 26 or above on the speaking section of the TOEFL IBT or students with a score of 50 or above on the Test of Spoken English are exempt from the OEPT test.

Each year the assistantship is in effect the appointing program, college, or area sends an award letter to the recipient of the assistantship. The letter must state the amount and duration of the award; any tuition and/or fee not paid by the program; the specific academic requirements for completion of the degree; the expected time per week or per quarter of required duties; a description of the duties assigned to the student; a description of the conditions under which either the student or unit may terminate the award prior to its end-date; criteria for reappointment of the award; criteria for determining variations in stipend levels where such variations exist; information on current IRS guidelines, Medicare, and the Public Employee Retirement System (PERS); and graduate appointment procedures if any of the documents have been modified since the student's initial appointment. The program's handbook for graduate study must be available to the student. Upon the student's acceptance of the offer, the program and the student are bound by the terms and conditions set forth in the letter of appointment.

2008-2009 Graduate Assistant/Fellow Health Insurance Award

The Graduate Student Health Insurance Award for the 2008-2009 academic year will cover the cost of a single student plan for winter and spring quarters. If you are a graduate assistant or fellow AND you [qualify](#) for this award, the credit will be directly applied to your bill. Since students who have UC Student Health Insurance during spring automatically get summer coverage, this award covers the student for 75% of the calendar year.

The application period begins in October and ends in November. All applications will be taken on-line. Check the award [website](#) during that time to access the on-line application. **Students must [apply](#) before the deadline to receive this award.**

Multiple Appointments/Employment

If a student is employed by the University of Cincinnati over and beyond his or her assistantship, the following policies regarding multiple appointments must be followed:

One course per quarter (or 16% of the full-time equivalent) is the maximum part-time workload allowable for additional duties.

The program must closely monitor academic progress.

The additional appointment must be terminated if a student does not maintain academic progress deemed to be acceptable by the program.

An international student on F-1 or J-1 immigration status contemplating employment should contact the International Services office at 556-4278.

Summer Employment without Full-time Enrollment

Students who are not registered for graduate credit hours during the summer (and therefore, do not receive a UGS award) may be employed by their respective program, usually by performing the duties of their assistantship such as teaching or lab work. In this case, the student may receive a stipend for the work performed. Retirement funds and taxes will be withheld from the student's check. The student can recover the withheld retirement funds by first notifying the program office and then applying to the University Benefits Office in September.

Graduate Assistants on Jury Duty

All graduate students are encouraged to participate when they are subpoenaed for jury duty. The student must seek his or her adviser's and program director's permission with the expectation that every effort will be made to accommodate the jury service. If the student's absence from UC will create a hardship, he or she should seek a deferral or make arrangements to cover his or her responsibilities during his/her absence. Such arrangements must be approved by his/her program director. Students serving on jury duty will be paid their normal university stipend during the period of service, with the understanding that any compensation received for jury service must be returned to the university if his/her assistantship responsibilities remain uncovered. If the student makes arrangements to cover his or her assistantship commitment for the period in which he/she serves on jury duty, and those arrangements are approved by his/her program director, he/she may keep the jury duty compensation in total. The student may also keep any travel reimbursement fees.

Strike Policy for Graduate Assistants

In the event of a strike, graduate assistants are expected to fulfill commitments associated with their assistantships. Graduate assistants assigned to teach a course as part of their assistantship agreement are expected to teach the course during a strike. Graduate assistants who choose not to teach can lose their assistantship. If the student's responsibilities are associated with a course taught by a faculty member and the strike results in the course not being taught, which makes it impossible for the student to fulfill his/her responsibilities, the student will not be held responsible.

UNIVERSITY FELLOWSHIPS

University of Cincinnati fellowships are financial awards that include tuition scholarships and stipends with no associated duties. The purpose of a fellowship award is to allow the recipient to concentrate exclusively on his or her studies; therefore, multiple appointments and/or employment by the University of Cincinnati are not permitted.

The appointing program sends offers of fellowship awards in writing, including information about the amount and duration of the award; a general description of the academic obligations accepted by the student as part of the award; a reference to sources of information about academic requirements for degree completion; a description of the conditions under which either the student or unit may terminate the award prior to its end-date; and criteria for reappointment.

Students receiving fellowships should check with Student Financial Aid to be informed about the potential impact on their eligibility for aid. Income received that is not for services rendered (whether it be in the form of a fellowship, grant, or award) will be calculated in whether a student meets the Cost of Attendance for the University of Cincinnati.

If an awardee does not meet his or her enrollment obligation of at least 12 graduate credits toward his/her degree, the fellowship will be cancelled and the student is responsible for the tuition balance based on the date of cancellation or withdrawal. Graduate students who have accumulated more than 260 graduate credit hours (or 209 if their master's degree is from another institution) are not eligible for fellowships. (See Requirements for University of Cincinnati Graduate Awards.)

OTHER UNIVERSITY-SPONSORED FELLOWSHIPS AND SCHOLARSHIPS

Albert C. Yates Scholars Program

The mission of the Yates Scholars Program at the University of Cincinnati is to enrich the educational environment for all graduate students by supporting the recruitment and retention of underrepresented ethnic minorities who are U.S. citizens or permanent residents with high potential for academic success to graduate programs at the University of Cincinnati.

This program does not involve an application process. Yates recipients are chosen by a committee of faculty representatives from across the university. The first round of awards is typically made in February for the following September. The second round of awards is typically made in March.

To be considered for Yates, not only must a student meet the following criteria, but their application portfolio must be complete as early as possible in order for their program to evaluate their candidacy. Applicants should be sure to identify their eligibility for the Yates program to their department.

Selection Criteria

Students representing ethnicities underrepresented in the nominating program are eligible for a Yates award, including but not limited to:

- African American Applicants
- Asian / Pacific Islander
- Native American / Alaskan Native
- Latino / Latina American or Hispanic American

Nominators must document underrepresentation of their nominee's ethnicity within their program to the satisfaction of the Yates selection committee.

Awards will be made on the basis of:

- High potential for academic achievement*
- The strength of the department's recommendation
- The strength of the program's written plan for support of mentoring and academic success, including associated timeline
- The nominee's written statement
- The nominee's status as a U. S. citizen or permanent resident

*Potential may be measured by past academic performance, demonstrated skills, outstanding accomplishment, tenacious attitude, and/or other qualities deemed appropriate by the selection committee.

Graduate Student Summer Fellowships

The [Graduate Student Summer Fellowship](#) program provides summer stipend support to outstanding graduate students who are pursuing research and creative activities over the summer quarter. A \$3,000 stipend is provided for two summer months (\$1,500 per month) so that the awardee may pursue scholarly activities on a full-time basis during the summer months. The research should be the student's, including but not limited to thesis or dissertation research. Awards are not for student research assistants on faculty members' projects.

The fellowships are competitive and based on a written proposal prepared by the student and sponsored by the faculty member who is serving as research adviser. Fellowships are limited to graduate students who are engaged full-time on their research and not otherwise employed or committed during the period of the award. Typically, the deadline for application is the end of January. Please visit [University Research Council](#) for further information on Graduate Student Summer Fellowships and exact dates.

Editorial Assistantships

Students who receive editorial assistantships serve faculty journal editors as editorial assistants. These assistantships are provided to graduate students through a competitive process, and they include tuition and a ten-month stipend. The duties of the editorial assistant are editorial work as opposed to clerical work, and his or her professional development must be enhanced by performance of

the assigned duties. The assistantship is not intended to provide services available elsewhere, either in the university or the sponsoring professional association.

Faculty journal editors apply for these assistantships and applications from the journal editors are generally due in the Graduate School in January. A graduate faculty committee reviews the nominations, based on prescribed criteria, and recommends recipients to the Dean of the Graduate School.

PROGRAM-SPECIFIC FELLOWSHIPS AND SCHOLARSHIPS

Additional awards that are not listed below may be available. Please contact the program in which you are interested to inquire about specific scholarship and fellowship opportunities. For more information about these program-specific fellowships, please click [here](#), then visit appropriate program's website for application details.

REQUIREMENTS FOR UNIVERSITY OF CINCINNATI GRADUATE AWARDS

University of Cincinnati administered funding (e.g., graduate assistantships, fellowships, and university graduate scholarships) is awarded on academic merit. All students on academic probation or those admitted without regular graduate status are ineligible. Graduate students are not permitted to assume workloads in excess of 20 hours per week during academic quarters since the graduate appointee is first and foremost a student.

Students who receive funds from the State of Ohio are governed by the following eligibility requirements and limitations. Any student who becomes ineligible to receive state subsidy is not eligible to receive general funds financial aid (i.e., a stipend and/or tuition).

Graduate students who have attempted 260 graduate credit hours at the University of Cincinnati are not eligible for a university award for enrollment beyond the 260 hours. Hours attempted include hours for which credit has been awarded, as well as hours in progress or incomplete. All graduate hours attempted at the University of Cincinnati, regardless of program, count toward the 260 total. Attempted hours do not include hours withdrawn. (This does not apply to medical students.)

If a student earned master's credits at the University of Cincinnati (for either a partial or full degree), the actual hours completed to satisfy his or her degree requirements are deducted from the 260 credit hour total for which he or she can receive funding. This is true if the credits are earned at an earlier time and the student returns to the University of Cincinnati to continue his or her graduate education, and it is true regardless of the discipline in which those credits were earned. For example, if a student has earned a master's degree in engineering and then chooses to pursue master's and doctoral degrees in math, the credits earned to get the engineering degree are deducted from the 260 credit hours for which the student can receive state financial support (e.g., fellowships, assistantships, and scholarships).

Graduate students who have earned a master's degree at another institution are not eligible for a university scholarship or fellowship once they have attempted 209 graduate credit hours at the University of Cincinnati. If a student enters the University of Cincinnati with a master's degree from any other institution other than the University of Cincinnati, he or she is credited with 51 graduate student credit hours toward his or her 260 credit hour limit for state funding eligibility. Ohio can subsidize them for up to the remaining 209 credit hours of education at the University of Cincinnati. The 51 credit hours are deducted from the 260, regardless of the discipline and regardless of the graduate level at which the student enters the University of Cincinnati. For example, if a student has earned a master's degree in engineering at Ohio State University and then chooses to pursue master's and PhD degrees in math at UC, the credits they earned to get their engineering degree are deducted from the 260 credit hours for which they can receive state financial support in the math program.

If a student enters the University of Cincinnati with only partial credit toward a degree he or she was pursuing in another institution, those credits are not deducted from the 260 total—even if the program he or she is entering at the University of Cincinnati agrees to accept transfer of those credits toward the student's degree requirements at the University of Cincinnati. The student can still receive state subsidy for up to 260 credit hours earned at the University of Cincinnati beyond those transferred in.

A student is not eligible for funding beginning with the quarter in which said student will reach the 260 (or 209) hours. For example, if a student has earned 250 graduate credit hours at the University of Cincinnati by the close of summer sessions and registers for (attempts) 12 credit hours for autumn quarter, he or she is ineligible for a university graduate scholarship or fellowship.

Any student who is ineligible to receive state funding is not eligible to receive university general funds financial aid, i.e., a stipend and/or tuition.

Note: For the purposes of this policy, a master's degree is one awarded by an American institution or a degree of equivalent value from a foreign institution. Students holding a master's degree from a foreign institution that is the equivalent of a bachelor's degree in the U.S. will have the higher limit. The higher limit will not be affected by a student's completion of course work short of a master's degree at another institution.

TAXATION OF UNIVERSITY OF CINCINNATI GRADUATE AWARDS

The university maintains a position that all income, from whatever source, is taxable and may be subject to withholding. The IRS maintains final authority on the taxability of all stipends, and in all cases the university cannot guarantee that any stipend is tax-exempt. The Graduate School will not review an individual award nor provide legal advice to individual students. In addition, students (not the university) are responsible for the withholding information which they submit on their W-4 forms at the time of appointment. Those students who receive a stipend during any academic quarter and are not enrolled for at least half time

will have Medicare tax and Ohio Public Employee Retirement System (OPERS) payments deducted from their checks. If a student is enrolled half-time or more, he or she may apply for an exemption from these fees in his or her program office. No taxes are withheld from fellowships, but students may still have a tax liability and should consult a tax adviser.

EXEMPTION FROM OPERS/MEDICARE FOR STUDENT EMPLOYEES

As of April 1, 2005, the optional exemption from participation in Ohio Public Employees Retirement System (OPERS), and the corresponding exemption from Medicare taxation are no longer available to student employees who are not “enrolled and regularly attending classes.” Therefore, PhD candidates who have completed their other requirements and are working on their dissertations are not eligible for the exemption.

Note that eligibility for the OPERS exemption continues to be based upon the statutory exception from social security and Medicare for student employees under the Federal Insurance Contributions Act (FICA). In final regulations issued on December 20, 2004 and effective April 1 the IRS narrowed the definition of a student such that individuals who are no longer engaged in classes or structured, supervised research activities that are necessary to complete degree requirements clearly do not qualify.

The final regulations also make the overall assessment of student status for purposes of the FICA exception subject to more stringent criteria than in the prior rules. One important change is that a “full-time” student employee (i.e., one whose normal work schedule is 40 hours or more per week) is ineligible.

Students who are enrolled during any quarter on at least a half time basis (5 graduate or 6 undergraduate credit hours), and whose employment at UC is “incident to and for the purpose of pursuing a course of study” will continue to be eligible for the Medicare and optional OPERS exemptions during that quarter and through the subsequent intersession.

OTHER FELLOWSHIPS, SCHOLARSHIPS, AND AWARDS

Ohio Board of Regents Graduate/Professional Fellowship

The Ohio Board of Regents grants fellowships to selected undergraduate students receiving their degrees from Ohio institutions who are accepted into a graduate program in Ohio. The University of Cincinnati may nominate an undergraduate student graduating from UC who plans to attend UC or any other institution in Ohio. The fellowship includes a stipend for two years. Each program is encouraged to nominate one University of Cincinnati baccalaureate student who has already applied or is about to apply to a graduate program at the University of Cincinnati. Nomination applications are available in the Graduate School. Programs' nominations and materials are due in the Graduate School by February for students beginning their graduate program the following September. Please visit the Ohio Board of Regents website for more information on this fellowship.

Midwestern Association of Graduate Schools Distinguished Thesis Awards

The Midwestern Association of Graduate Schools (MAGS) Distinguished Master's Thesis Awards — one in the arts and one in the sciences — recognize and reward distinguished scholarship and research at the master's level. The intent of the competition is to recognize scholarship by students who are pursuing their first graduate research degree. Eligible nominees must have earned the master's degree within the prior calendar year, October through September. Program directors are invited to submit their nominations in October, and a faculty committee recommends one institutional selection to the Dean of the Graduate School who submits the university's nomination to MAGS.

EXTERNAL SOURCES OF FUNDING

Tuition scholarship and fellowship funding is provided to graduate students by a wide variety of governmental and private sponsors. UC's [Financial Aid website](#) and local and university libraries are potential sources of information about these funding opportunities.

In particular, University of Cincinnati students may access two databases containing information about graduate student funding opportunities. The university maintains subscriptions to the Community of Science (COS) and the Illinois Research Information System (IRIS) funding opportunities databases. These databases contain key word searchable compendia of graduate fellowship and scholarship information in the arts, humanities, and sciences. They may be accessed using a University of Cincinnati networked computer. Students can visit the [Office of Research](#) and [Sponsored Research Services](#) for more information.

FEDERAL FINANCIAL AID

Applying for Federal Financial Aid

Students are encouraged to apply for financial aid (work-study and loan) consideration as soon as possible after January 1 because funding in some programs is limited and awarded on a first-come first-served basis. To apply, a student completes a Free Application for Federal Student Aid (FAFSA) available via the “apply for aid” link at [Student Financial Aid](#).

Aid Eligibility

Students receiving federal funding must be in compliance with federal regulations. These regulations limit federal funding to the University's determined cost of education minus other aid sources. Students applying for federal aid (the FAFSA) should review all links under “Graduate Students” at www.financialaid.uc.edu. These key links will assist you in understanding and maintaining your federal aid eligibility.

All University of Cincinnati and external funding should be reported to the [Student Financial Aid Office](#) if you apply for aid from that office. Late notification of these funds can cause mid-year reductions in federal aid. Further details on aid eligibility are available online at the above link or by consulting the [One Stop Student Service Center](#).

Summer Quarter Aid

Students who want to obtain summer quarter aid should initiate the process with the [One Stop Student Service Center](#), 220 University Pavilion, beginning in March. Aid for summer quarter is based on the previous year's FAFSA form that has a June 30th deadline for completion.

REGISTRATION, GRADES, GRADUATE CREDIT

REGISTRATION PROCESS

When to Register

The University offers a variety of windows during which to enroll in classes, including “Early Registration” for continuing students, “Open” registration online and In-person registration at the One Stop Student Services Center. Students should attend class(es) each quarter *only* if officially enrolled for the class(es) *and* if their tuition has been paid in full. The quarterly schedule of classes, registration information, and each term’s academic [calendar](#) is available from the [One Stop Student Services](#) website. Through the One Stop Student Services website, students may view class offerings for each quarter, register for classes, check their financial aid status, view the tuition & fees bill, view their final class grades, and order official transcripts. Graduate students should always confer with their program offices to clarify Graduate School requirements.

Early Registration for Continuing Students

Early Registration opens well in advance of the quarter. Early Registration is available to those students who have registered for UC classes within the last four (4) quarters. Graduate students are assigned the first registration appointment time. Early Registration dates for graduate students are available from the [One Stop Student Services website](#). Students also will be notified of their registration appointment times via UC Bearcat Online (BOL) email. Students will be able to register on or after their assigned dates.

Early Registration Procedure

Students may consult their advisers or the registration [calendars](#) for Early Registration beginning and ending dates. During the Early Registration period, students enroll in classes online. To register for classes, each student should:

- Consult in advance with his or her program adviser;
- Ensure that he or she has a functioning Username and Password. If the student has not previously registered at UC, the first-time-one-time-use password is the month, day and year of birth (mmddyyyy). The system will require the student to change the Password on first entry. If the student has forgotten his or her Username or Password, he or she should contact the [UC Help Desk](#) for assistance at 556-HELP.

- Check for the appointment time at the One Stop Student Services website.
- View the “Online Schedule of Classes” for class offerings, available through the One Stop Student Services website.
- Design a tentative class schedule for registration.
- On the appropriate date, click “Register for Classes” under “MY CLASSES” in the left-hand menu of the [One Stop Student Services website](#). Enter the call number for each desired class and submit.
- At any time during the registration process, a student may view his/her schedule through the One Stop Student Services website. As the beginning of the quarter approaches, the location of classes will be added to the schedule.
- Tuition and fees will be available about one month prior to the first day of the quarter, and students will be notified by UC Bearcat Online e-mail when fees have been assessed. The tuition due date is printed on the billing statement.

The bill also will indicate any financial aid and scholarships credited to the student’s account, as well as whether or not the health insurance charge has been waived.

Open/In-person Registration

Open/In-person registration for all students begins immediately following the Early Registration period and continues through the 15th day of the quarter for adds and drops (and through the 58th calendar day for class withdrawals). For specific dates, students should consult the appropriate term’s registration [calendar](#).

For online Open registration, the student should:

- View the “Online Schedule of Classes” for class offerings, available through the One Stop Student Services website.
- Click “Register for Classes” in the left-hand menu of the [One Stop Student Services website](#). Enter the call number for each desired class and submit

For In-person registration, the student should:

- Pick up registration materials in the college office. View the “Online Schedule of Classes” for class offerings, available through the One Stop Student Services website.
- Bring the completed registration form(s) to the One Stop Student Services Center (University Pavilion 2nd floor) to register in-person.

New admits only: Obtain a copy of the Graduate Admissions Confirmation Form (Supplementary Information Form) from the college/program office and bring it to the One Stop Student Service Center (University Pavilion 2nd floor).

Late Registration

Beginning the 16th day of each academic quarter, all class registrations for students who have not previously enrolled in at least one class for that quarter are considered "late registrations." Students may not submit late registration through the online registration system. Student must submit an appeal for late registration to the Late Registration Committee. If the Committee approves the student's appeal, it will authorize the Office of the Registrar to enroll the student into the requested class(es). In cases where the Committee approves the appeal, the University will assess a **\$150.00 late registration fee** to the student's tuition bill.

Students who attend classes for which they are not enrolled do so at their own risk. Class attendance without enrollment **is not** adequate justification for approving an appeal and therefore class attendance **will not** be considered a factor by the Late Registration Appeals Committee.

The student's financial aid and payment history will be a factor in Late Registration Appeals Committee deliberations. A history of late payments, unpaid tuition and fee balances, registration blocks for non-payment, referrals to the Collections Office, and/or a failure to meet related procedural deadlines will weigh against the student's appeal.

For additional information and instructions regarding late registration appeals, consult the [Registrar's Office website](#).

Closed Classes

When a class reaches its enrollment limit and thus is "closed" to additional registrations, the student must obtain authorization to register for the class. Through the 15th day of the quarter, the class instructor may provide the required authorization by signing a completed Drop/Add form. Beginning with the 16th day of the quarter, the completed form must be signed by both the instructor and by an official college representative. The student must submit the completed and signed form to the [One Stop Student Service Center](#) for processing. Room capacity will continue to be an absolute enrollment limit.

Tuition Payment

The student's invoice and class schedule indicating the location and time for each class are available online at the [One Stop Student Services Center](#). Any financial aid and/or awards provided through the university will be reflected as a credit on the invoice. Any balance remaining must be paid when due regardless

of any pending schedule adjustments. Registration is incomplete unless payment has been made. The student's name and UCID must be included on all checks and correspondence. The invoice reflects a fee for mandatory [health insurance](#) for all students registered for five (5) or more hours, unless a waiver is approved.

Graduate Metropolitan Tuition Rate

University of Cincinnati graduate students living in several nearby Kentucky counties will benefit from a special tuition rate. All graduate and professional degree programs at the University of Cincinnati offer the graduate metropolitan rate. This graduate metropolitan rate is significantly lower than the university's out-of-state rate and minimally higher than the rate charged to in-state residents.

The new rate equals Ohio in-state tuition plus \$100 per quarter for full-time graduate students (up to 18 credit hours per quarter); Ohio in-state tuition plus \$1500 per quarter for Pharmacy (PharmD) students (up to 18 credit hours per quarter); Ohio in-state tuition plus \$120 per semester for full-time Law (JD) students (up to 18 credit hours per semester); and Ohio in-state tuition plus \$120 per quarter for full-time Medicine (MD) students (up to 24 credit hours per quarter). The metropolitan rate for part-time graduate students and overload credit hours is in-state tuition plus \$10 per graduate credit hour and in-state tuition plus \$150 per credit hour for Pharmacy (PharmD) students. These fees are effective immediately and will remain in effect until revoked by the University of Cincinnati or revised via the university's Special Fee Approval Process.

This graduate metropolitan rate supersedes the former reciprocity rate for students residing in the following northern Kentucky counties: Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton. Matriculated graduate students defined by the University of Cincinnati as residents in these counties now qualify for the metropolitan rate, which provides broader coverage of programs and serves larger numbers of potential students. All graduate and professional degree programs at the University of Cincinnati are offering the graduate metropolitan rate. Students who believe they may be eligible to receive the graduate metropolitan rate need to initiate the review process by providing the university with a legible copy of their Kentucky driver's license or Kentucky State ID verifying their residence in one of the above counties. Documentation of eligibility should be received at least two weeks prior to the start of the term for which you are enrolling but no later than the first day of classes for that term. Documentation submitted after the start of the term will be processed for the following term. The copy may be turned in at the One-Stop Center on the 2nd Floor of the University Pavilion, or mailed to:

University of Cincinnati
Office of the Registrar—Att: M. Wilhelm
PO Box 210060
Cincinnati, Ohio 45221-0060

Questions regarding residency or the metropolitan rate should be directed to Residency@uc.edu.

ADDING AND DROPPING CLASSES

Alterations to the student's schedule involving the addition of one or more classes, changes in class sections, or changes in credit status may be submitted by logging in to the [web registration system](#) (through the 7th day of the quarter) or by paper form (beginning with the 8th day of the quarter).

The "Registration Change (Add/Drop) Form" may be obtained from the student's college or from the One Stop Student Services Center (University Pavilion 2nd floor). From the 7th through the 15th day of the quarter, students must obtain the instructor's signature on the Add/Drop form to register for a class. Beginning with the 16th calendar day of the quarter, additions to a class schedule require both a faculty signature and a signature from the college offering the class. Completed and signed forms must be submitted to the One Stop Student Service Center (University Pavilion 2nd floor) for processing.

WITHDRAWING FROM CLASSES

After the 15th calendar day of the quarter, students no longer may cancel class enrollment by "dropping" a class (i.e., no grade is recorded on the transcript), but within the quarter the student may "withdraw" from one or more classes (i.e., a *W* or *F* grade is recorded on the transcript), as follows:

- Students may withdraw from classes through web registration if the instructor permits web withdrawals (refer to the instructor's class syllabus). Students and instructors both will receive e-mail notification of the withdrawal. Students are assigned a *W* grade at the time of the withdrawal, but instructors reserve the right to change the *W* to an *F* through the final grading process.
- Students may also withdraw from classes in person, as follows:
 - A "Registration Change" form must be presented to the class instructor for his or her signature and, in the case of a withdrawal, indication of the appropriate grade, either *W* or *F*. The last day to withdraw from a class is the **58th calendar day of the quarter** ([see specific dates for summer terms](#)).
 - The completed form must be brought to the One Stop Student Services Center (University Pavilion 2nd floor) for processing.

Important Notice Regarding Financial Aid

Students who completely withdraw from classes (through successive dropping of courses until they are no longer registered or in a complete withdrawal from all courses at once) are subject to the Return of Title IV refund calculation as dictated by federal regulations. Prior to withdrawing from one or more classes, [click here](#) for information provided by the Student Financial Aid Office.

Unofficial Withdrawal

Official withdrawals are not granted after the 58th calendar day of the quarter. If a student does not officially withdraw from a class for which he or she is registered but has not attended or participated in that class, the instructor may assign a grade of *X* (i.e., unofficial withdrawal – no participation) or *F*. If a student does not officially withdraw from a class but did attend or participate in that class, the instructor may assign a grade of *UW* (i.e., unofficial withdrawal – participation). Both the *X* and *UW* grades are weighted as an *F* in the computation of the student's GPA but appear as *X* or *UW* on the official transcript. Credits for which the *UW* or *X* grades are assigned do not count toward the minimum credit registration requirement necessary for graduation.

Complete Withdrawals

Complete withdrawal from the university for a specific quarter must be initiated by the student in writing through the appropriate college office. A student withdrawing from all classes should fill out a complete withdrawal form in the college office.

Financial Considerations of Withdrawal from Courses

The effective date of a withdrawal to be used in determining refunds is the date that the withdrawal is submitted to the One Stop Student Service Center for processing. Students who officially withdraw from classes for any reason shall receive refunds of instructional fees, general fees, and non-resident surcharges on the basis of the [refund schedule](#) (the refund is 100%, 50%, 25%, or 0%, depending on the withdrawal date). A refund will not be issued to a student who has been awarded a University Graduate Scholarship (UGS) or a fellowship. Refunds are processed automatically upon receipt of the withdrawal and are mailed from the Office of Student Accounts. Examples of actions that are not considered official notice of withdrawal are failure to attend class, giving notice to an instructor, stopping payment on a check used to pay fees, or giving verbal notice to any university office. Any outstanding financial obligation to the University will be deducted from a cash refund. In the event of disciplinary suspension or dismissal, fees will not be refunded in whole or in part. Questions concerning the interpretation of the regulations governing refund of student fees should be addressed to the [One Stop Student Service Center](#).

Change of Address

Address changes must be reported to the University so as to ensure that the student receives important information. Students can report address changes [online](#) or in person at the One Stop Student Services Center (University Pavilion 2nd floor). Students are responsible for knowing the content of any official University communication sent to them at the last address reported to the University. UC's primary way of communicating with students is through the students' Bearcat Online email addresses.

International students are required to report any address change to the University within ten (10) days of the address change. This includes address changes of all dependents as well. Any student subject to the U.S. Government's Special Registration Procedures must also report address changes within ten (10) days to the government, per the government's instructions at [International Student Services](#). For further information on international student address changes, contact the [International Services office](#).

Transcript Requests

In recognition of the confidentiality of student records, University of Cincinnati will release an official transcript of a student's record only with the student's authorization, except under due process of law as governed by [The Family Educational Rights and Privacy Act of 1974 \(FERPA\)](#). Current and former students may order official transcripts [through the Registrar's Office website](#), or in-person at the One Stop Student Services Center (University Pavilion 2nd floor). The Registrar's Office will assess a \$6.00 fee for each transcript. The fee must be paid in full at the time of ordering. A fee will not be assessed for an official transcript to be sent to one of UC's colleges. Students are not permitted to personally receive these official on-campus transcripts. Requests for transcripts are processed as promptly as possible; however, as many as five to seven (5-7) working days may be required during peak periods.

Refund Policy for Students Called to Active Duty or Enlisting in the Armed Forces

A student who is called to active duty status in one of the branches of the U.S. military services divisions will be given a 100% refund of instructional fees, general fees, and the nonresident surcharge. Upon receipt of orders to report, the student should contact his or her college office in order to initiate the withdrawal process. A student receiving veterans' educational benefits should also notify the Veterans Certification area of the [Office of the Registrar](#), so that office can complete required documents relating to those benefits.

If notification of active duty occurs late enough in the academic term that the student and instructor(s) agree that a grade(s) can be assigned or that a "P" (Pass) is appropriate, the student may elect to remain enrolled and receive the grade(s) and credit for the course(s). In such a case, no refund is necessary or appropriate. A student who enlists in one of the branches of the U.S. military service and who withdraws will receive a refund according to the regular refund policy in effect at the time of withdrawal.

Graduate students called to active military duty are eligible to apply for a [leave of absence](#) (see Maintaining Graduate Status, Leave of Absence).

GRADUATE CREDIT POLICIES

Credit can only be earned for those courses in this university which are listed as graduate in the [Schedule of Classes](#) or which have been approved in writing by appropriate program authority for inclusion in the curriculum.

Graduate Credit from Other Institutions or Other Graduate Programs at UC

Students who have completed graduate work at other schools may petition their graduate program director for transfer of credits earned elsewhere to be applied towards a master's or doctoral degree at the University of Cincinnati. This petition is evaluated by the program that has been petitioned. Normally, the number of credit hours transferred from a course taken at another institution into a program at the University of Cincinnati cannot exceed the number of credit hours given for a University of Cincinnati course which covers equivalent material. (When converting semester hours to quarter hours, 3 semester credit hours are equal to 4½ quarter credit hours; 1 semester hour equals 1½ quarter credit hours.)

At the discretion of the graduate program director, a student can transfer up to 15 graduate credits from unclassified, undeclared major, or non-matriculated status at UC to a specific degree program as part of the 50% allowable transfer credit.

A University of Cincinnati graduate program can accept or reject transfer credits, up to the permitted number (first 50% for masters degree; up to last 45 credits for doctoral degree) at its own discretion, regardless of the graduate degree program or discipline in which they were earned. (See *Transfer of Credits from Another Institution*.)

Normally, credits are not transferred if they were earned more than five years prior to the date of the student's application into the University of Cincinnati program accepting the transferred credits.

Summer Credit Equivalencies

Eight summer terms of three weeks each at the University of Cincinnati, or at other qualified accredited universities, are regarded as the equivalent of one academic year. Not more than six quarter credits are accepted for work in a single summer term of three weeks.

Enrolling in Non-UC Classes through the Greater Cincinnati Consortium of Colleges and Universities

The University of Cincinnati is a member of the [Greater Cincinnati Consortium of Colleges and Universities](#). Consortium classes are those not generally available at the University of Cincinnati but which can be used to satisfy degree requirements. The student must have met all tuition commitments at the

University of Cincinnati and must observe all regulations of the host institution.

Full-time or half-time matriculated University of Cincinnati students with the approval of their college may take classes from the other Consortium institutions.

Students are limited to cross-registering for half or less of their course load in a given term. Summer eligibility is based on status of the previous term. Cross-registration is not available for faculty and staff at GCCCU Institutions except on an audit basis (unless they are enrolled in a degree program at a GCCCU institution).

Consortium course approval forms are available in the Registrar's Office (University Pavilion 5th floor). Questions regarding the Greater Cincinnati Consortium of Colleges and Universities should be directed to the Registrar's Office (University Pavilion 5th floor, or by telephone at 513-556-6817 or 513-556-6827).

Schools in the Greater Cincinnati Consortium of Colleges and Universities

[Art Academy of Cincinnati](#)

[Athenaeum of Ohio](#)

[Chatfield College](#)

[Cincinnati Christian University](#)

[Cincinnati State Technical and Community College](#)

[College of Mount St. Joseph](#)

[Good Samaritan College of Nursing and Health Science](#)

[Hebrew Union College-Jewish Institute of Religion](#)

[Miami University](#)

[Miami University – Hamilton](#)

[Miami University – Middletown](#)

[Northern Kentucky University](#)

[Thomas More College](#)

[University of Cincinnati](#)

[Wilmington College](#)

[Xavier University](#)

Graduate Credit for Undergraduate Students

Any program may allow seniors to register for graduate courses for graduate credit before those students have completed the baccalaureate degree. If the program permits such registration, it will limit the privilege to students with senior status and a grade point average of at least 3.0 (higher in some programs). This

is evidenced by a written request from the student which is signed by an authorized member of the program. Upon approval by the program and the course instructor, graduate credit will be given for the courses. A maximum of 15 graduate credits may be earned in this manner. Credit will not be given toward both graduate and undergraduate degrees for the same course.

Graduate Credit Earned in 500, 600, and/or 700-Level Courses

A graduate student earning graduate credit in the 500, 600, and/or 700-level courses which are available for both undergraduate and graduate credit may be required to complete academic work beyond that required of undergraduates in the course.

GRADING

Final Exams

Exams are held during the last week of the quarter after classes have ended. Final exams are held in accordance with the schedules listed on the [One Stop Student Services](#) website. The University Registrar is the body authorized to consider special exam-scheduling requests. Any student having four exams on one day can obtain relief from at least one of them. A student with three exams on one day can request postponement or rescheduling of one of them provided it can be arranged with the class instructor.

The exam schedule does not apply to evening, graduate, and in-service courses that meet once a week, usually in the later afternoon (4 p.m. or later). Final exams in these classes are given during exam week in the regular class and place. The Registrar's Office (556-6500) must be notified by the faculty members involved so as to prevent conflicts.

Make-up Final Exams

Special policies may govern the taking of missed final exams. Students and faculty members should check the college office or program office for specific details. Every student is responsible for the material presented in his or her class. Arrangements for make-up work and tests are determined by the instructor. Any student whose religious faith requires him or her to be absent from class or exams in observance of a major holy day will be excused for his or her absence if he or she makes arrangements with the instructor prior to his or her absence. Absences incurred by students officially representing the University will be excused, provided that official notification of such absence has been given in advance to the instructor.

Grade Reports

Grade reports may be viewed [online](#) beginning the day following submission of final grades by the instructor. Grade reports include total graduate hours and hours for the current quarter. Credits carried and earned, and quality points, are computed quarterly. In addition to appearing on students' grade reports, these

hourly totals are posted on the permanent academic record. "Credits carried" include all credit hours with grades other than *P, U, T, I, W, UW, SP, UP* and *N/NG* (no grade reported). Credits earned includes all credit hours for which grades of *A, A-, B+, B, B-, C+,* or *C* are reported. "Credits carried" differs from credits earned by the sum of credit hours with grades of *F, UW* and *I/F* "Total graduate hours" is the sum of credits earned, *P* hours, *SP* hours, *UP* hours, *NG* hours, and advanced standing. All graduate work, regardless of the University of Cincinnati college in which the work was done, is accumulated for graduate students. Approved transfer credits are included in the sum of credits earned, but quality points for those credits are not included in the grade point average.

Letter Grades

Graduate Division grades include:

Grade	Description	Quality Points
A	Excellent	4.0000
A-		3.6667
B+		3.3333
B	Good	3.0000
B-		2.6667
C +		2.3333
C	Satisfactory	2.0000
F	<p>Failure</p> <p>Graduation with an <i>F</i> grade is permitted in a non-required course only if the student meets published program standards for the degree program and a waiver is granted by the program. In a required course, the student must re-take the course and receive a <i>C</i> or better. Once an <i>F</i> appears on a student's transcript, it cannot be removed. Even if the course is retaken, the original <i>F</i> is calculated in the cumulative average. <i>F</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	0.0000
P (previously S)	<p>Pass</p> <p>Used to indicate passing work in courses graded under the pass/fail system as well as for noncredit courses.</p>	N/A

U	<p>Unsatisfactory</p> <p>Used to indicate failure in non-credit courses.</p> <p><i>U</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	N/A
W	<p>Withdrawal (Official)</p> <p>To receive a <i>W</i>, the student must apply for an official withdrawal.</p> <p>Students who drop courses through the first 15th calendar days of the quarter will have the courses deleted from their academic schedules and they will not appear on students' records.</p> <p>Thereafter, students must obtain the professor's signature and a grade of <i>W</i> or <i>F</i> on a Drop/Add form.</p> <p>No official withdrawals are granted after the 58th calendar day of classes.</p> <p><i>W</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	N/A
WX	<p>If a student officially withdraws from a class in which he/she has not participated, she/he will receive a <i>WX</i> (official withdrawal—no participation). In these cases, a <i>W</i> will appear on the academic transcript.</p>	N/A
UW	<p>Unofficial Withdrawal</p> <p>If a student does not apply for an official withdrawal from a course in which he or she is registered but ceases to attend, the professor may assign a grade of <i>UW</i>.</p> <p>The <i>UW</i> is weighted as an <i>F</i> in the computation of the student's GPA but appears as <i>UW</i> on the transcript</p> <p>Graduation with a <i>UW</i> grade is permitted in a non-required course only if the student meets published program standards for the degree program and a waiver is granted by the program. In a required course, the student must re-take the course and receive a <i>C</i> or better.</p> <p>Once a <i>UW</i> appears on a student's transcript, it cannot be removed. Even if the course is retaken, the original <i>UW</i> is calculated in the cumulative average.</p> <p><i>UW</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	0.000
X	<p>If a student does not officially withdraw from a class in which they have not participated, she/he will receive an <i>X</i> grade (unofficial withdrawal—no participation). The <i>X</i> grade will appear on the transcript and will be weighted as an <i>F</i> in the</p>	0.000

	computation of the student's GPA.	
SP	<p>Satisfactory Progress</p> <p>Used only for those courses (approved by the Graduate School) that have an extended grading period beyond the normal quarter due to the nature of the material covered in the course. For example, <i>SP</i> may be assigned while a student is working on a thesis, dissertation, research project, or internship in which there is no basis for evaluation available or required by the end of the quarter.</p> <p>Awarded to students who demonstrate they are making satisfactory progress in the above course type.</p> <p>An <i>SP</i> may not be assigned for the final quarter of a multi-quartered course – a letter grade must be assigned for the final quarter.</p>	N/A
UP	<p>Unsatisfactory Progress</p> <p>Used only for those courses (approved by college committees) that have an extended grading period beyond the normal quarter due to the nature of the material covered in the course. For example, <i>UP</i> may be assigned while a student is working on a thesis, dissertation, research project, or internship in which there is no basis for evaluation available or required by the end of the quarter.</p> <p>Awarded to students who have failed to demonstrate they are making satisfactory progress in the above course type.</p> <p>A <i>UP</i> grade may not be assigned for the final quarter of a multi-quartered course—a letter grade must be assigned for the final quarter.</p> <p>A grade of <i>UP</i> is not satisfactory progress for the purpose of federal financial aid.</p>	N/A
T	<p>Audit</p> <p>For the student who desires or is advised to do work in a course in which a grade is deemed unnecessary.</p> <p>Admission and conditions for participating are determined by the instructor.</p> <p>May be used for deficiency/remedial course in major area and for electives outside major area.</p> <p>Denotes that the student has regularly attended the course.</p> <p>No more than one audit course per quarter is recommended.</p> <p>Audit credits are not calculated into a student's cumulative average, credit requirements for tuition scholarship awards, or active graduate status.</p> <p><i>T</i> grades do not count toward meeting satisfactory academic</p>	N/A

	progress requirements for federal financial aid.	
I	<p>Incomplete</p> <p>Used when a course grade has not been finalized. The instructor has contracted with the student for later completion.</p> <p>Should not be used when <i>F</i>, <i>SP</i>, <i>UP</i>, or <i>UW</i> would be more appropriate.</p> <p>Converts to <i>I/F</i> (Failure) after one (1) calendar year.</p> <p><i>I</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	N/A
I/F	<p>Failure</p> <p>At the end of one year after the quarter ends, the <i>I</i> automatically changes to the <i>I/F</i> (Failure) if no other grade has been submitted. The <i>I/F</i> is equivalent to an <i>F</i> and is governed by the same policies that govern <i>F</i> grades.</p> <p><i>I/F</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	0.0000
NG	<p>Default mark assigned when:</p> <p>No grade was submitted by the instructor.</p> <p>See instructor for more information.</p> <p>No credit is granted for courses in which <i>NG</i> is assigned.</p> <p>A student cannot graduate with an <i>NG</i> on his/her transcript.</p> <p><i>NG</i> grades do not count toward meeting satisfactory academic progress requirements for federal financial aid.</p>	N/A

Note: *C-*, *D+*, *D*, and *D-* are not valid in the Graduate Grading Scale. The grades *C-*, *D+*, *D*, and *D-* reported for graduate credit enrollment are converted to the *NG* (no grade reported) mark.

***Note:** Prior to January, 1999, the *N* grade was given. Rules governing the *NG* grade apply to the *N* grade.

Grades Assigned to Research Courses That Are Repeated

If students are working on their dissertation research beyond the required 10 research credits, they should be registered in the appropriate research course* (e.g. Individual Dissertation), and the course work should be graded as *SP* or *UP*, not *NG* or *I*, up until the quarter in which they submit the document (i.e., report, thesis, or dissertation) and are graded for it. This will reflect the reality that their dissertation is in progress. The appropriate course should be identified and routed through the college and university approval process for *SP/UP* grading by the program director. It is the program director's responsibility to communicate

this to all faculty advisers and doctoral students in his or her program so that it is used consistently.

If students are working on their thesis research beyond the research credits required by their program, they should be registered in the appropriate research course* (e.g. Individual Masters Thesis), and the course work should be graded as *SP* or *UP*, not *NG* or *I*, up until the quarter in which they submit the document and are graded for it. This will reflect the reality that their thesis is in progress. The appropriate course should be identified and routed through the college and university approval process for *SP/UP* grading by the program director. It is the program director's responsibility to communicate this to all faculty advisers and doctoral students in his or her program so that it is used consistently.

Students must receive a grade for the last quarter they are registered in the research course. An *SP* or *UP* recorded for this same course in earlier quarters need not be changed on their transcripts in order for them to be certified for graduation as long as the research credits are not required for graduation; only the course in the final quarter needs to be graded *A*, *B*, *C*, *F*, *P*, or *S*. However, for a student to retain on his or her transcript the unchanged *SPs* and *UPs* that were recorded for each quarter prior to the final quarter, it is essential that he or she be registered for the same research course (with the same number) each quarter. If the courses are different (even if they are all "research"), the *SPs* and *UPs* must all be changed before the student can be certified for graduation.

Note*: In this context, the definition of a "research course" is a course outside of formal class work or instruction that allows a student to be registered as a graduate student while he or she is working independently on his or her thesis or dissertation under the guidance of his or her adviser or dissertation committee. This policy also applies to internships and other multiple quarter or series courses.

Pass/Fail Grades

An instructor may request approval for pass/fail grading for an individual student in his or her class prior to the first day of class. A graduate student can take a course on a pass/fail basis (*P* or *U* grade) when approved by his or her adviser and instructor. An instructor is not required to accept a student on such a basis.

Grade Changes

Instructor Grade Changes

A change of grade is only appropriate for an *I*, an *NG*, an *SP/UP*, or an error made by the instructor. Instructors may change an *I*, *NG*, *SP* or *UP* grade online for one calendar year. To request a change of grade after one year, the instructor must do an official change of grade form and forward to the Associate University Dean of Graduate Studies along with a reason for requesting the grade change. The Associate Dean will approve or deny the request as the consideration of the

reason for the change. In no case is the student to have possession of an official change of grade form. Change of *SP/UP*, *NG*, or letter is subject to a five-year limit.

Previously recorded *NG* grades may not be changed to *W* since a *W* reflects an official withdrawal that took place by the 58th calendar day of classes and would already have been recorded for the student. Students cannot withdraw from a class retroactively.

If a student is assigned an *I* (incomplete) in a course, he or she has one year in which to complete the course requirements and earn a grade. If the student completes his or her course requirements to the instructor's satisfaction within the year, the instructor changes the *I* to a letter grade online as described above. If the student does not meet the instructor's requirements, the *I* automatically converts to an *I/F* after one year. Once the *I/F* is on the transcript it cannot be removed and is governed by the same policies that govern the *F* grade.

I grades must be changed to a letter grade no later than the grading deadline for the 4th quarter following original assignment of the *I* grade. On that deadline the *I* automatically converts to an *I/F* and cannot be changed. Therefore, change-of-grade forms changing *I*'s to a letter grade must be submitted to the Office of the Registrar by the instructor at least eight (8) working days before the grading deadline to allow time for processing and posting. Otherwise, there is no guarantee that the change will be posted before the conversion.

Time Limits on Grade Changes

Non-Research Courses

Change of *SP/UP*, *NG*, or letter grades (in cases of institutional error) for non-research graduate courses is subject to a five-year limit. Thereafter, the student may petition the Associate Dean of the Graduate School through his or her program director for the change. Change of *I* grades are subject to a one-year limit. If a student's candidacy lapses, consideration of his or her petition for reinstatement, extension, or both, includes consideration of *I*, *SP/UP*, and *NG* (or *N*) grades and the year in which they were earned. (See Reinstatements.)

Research Courses

Change of *SP/UP* for research courses are not subject to a time limit. Change of *I* grades are subject to a one-year limit. Change of grade forms for research courses are initiated by the instructor and submitted directly to the Registrar's Office. If the student's candidacy lapses, consideration of his or her petition for reinstatement, extension, or both includes consideration of *I* and *NG* (or *N*) grades and the year in which they were earned. (See Reinstatements.)

MAINTAINING GRADUATE STUDENT STATUS

Maintaining graduate student status signifies that the student is actively engaged in making progress towards his or her degree and meeting program requirements. Graduate status determines which students may use facilities of the university, may participate in the university governance process and student organizations, and are covered by the [Student Code of Conduct](#) and the grievance process. A University of Cincinnati graduate student must hold a baccalaureate degree or its equivalent and must have been accepted for admission into graduate study by the appropriate graduate program. In highly exceptional cases, program directors may petition the Associate Dean of the Graduate School to waive the baccalaureate requirement (see Admission Policy). A student may pursue a graduate degree on either a part-time or full-time basis

MINIMUM CREDITS / REGISTRATION REQUIREMENTS

To maintain graduate status at the (University of Cincinnati), students must register at UC for at least one graduate credit that contributes to degree requirements (as determined by the graduate program) in an academic year. If the student is registered for at least one graduate credit, he or she will maintain graduate student status throughout the entire academic year, autumn through summer. (Credits which are audited or in which a student receives a *W* or *UW* do not count toward the minimum credit requirement). A student whose status has automatically terminated because of failure to register during an academic year will no longer be considered a graduate student but may seek reinstatement (see *Reinstatements*). Also note that students must register for at least one graduate credit hour during each quarter (excluding summer quarter) if they are using university resources such as libraries, university housing, campus laboratories, office space, equipment, recreational or computer facilities.

Dual Degree Programs: In dual degree programs, students must be registered for at least one graduate credit that contributes to degree requirements in one of the two programs (as determined by the program) during the academic year in which they graduate with their dual degrees.

FULL-TIME COURSE LOAD

Students must be registered for 10 or more graduate credits each quarter to be considered full-time students, 12 if holding a graduate assistantship. Audit credits do not count toward full-time status and may not be supported by a University Graduate Scholarship.

PART-TIME COURSE LOAD

Students who can devote less than full-time to graduate study may register for the number of graduate credits judged by their program advisers to represent the appropriate fraction of a full-time load. Students should confer with their program to ascertain program policies pertaining to part-time student status.

MEETING PROGRAM REQUIREMENTS

Students who continue on active status in their program without interruption are responsible for meeting all current requirements, including requirements that are added or revised since the student first entered the program. Students who interrupt their graduate studies by officially withdrawing from the university or by losing their active student status are held responsible for their graduate program requirements in force at the time they are readmitted or are reinstated into the program.

MINIMUM ACADEMIC PERFORMANCE

A student must maintain a grade point average (GPA) of at least 3.0 to obtain a master's degree at the University of Cincinnati. At least two-thirds of the minimum graduate credits for the degree must be at a level of *B* or higher. A doctoral student must maintain a grade point average (GPA) of at least 3.0 in all doctoral course work, with the exception of PharmD students who must maintain at least a 2.5 GPA in all course work.

Note: See your adviser or director. Programs establish minimum academic standards that may exceed the overall university standards provided above.

TIME TO DEGREE

Master's Degree

- The minimum requirement for the master's degree is the equivalent of one academic year of full-time graduate study, consisting of at least 45 graduate credits completed to the satisfaction of the student's program.
- The student whose undergraduate training has been insufficient should expect to spend more than one year fulfilling the requirements for the degree.
- All master's requirements must be completed no later than five years from the date of matriculation into the degree program for students beginning their program Autumn 2007 or thereafter.
- All master's requirements must be completed no later than seven years from the date of matriculation for students beginning their

programs prior to Autumn, 2007. (See *Master's Degrees Policies and Procedures, Course of Study*.)

Doctoral Degree

- The doctoral degree will be granted for no less than the equivalent of three years of full-time graduate study.
- All requirements for the doctoral degree must be completed within nine consecutive years of the date of matriculation into the program.
- A doctoral student must be enrolled for at least 10 graduate credits in his or her program in each of three quarters (including summer quarter) during a span of five consecutive quarters or three consecutive summer quarters. (See *Doctoral Degrees Policies and Procedures, Course of Study*.)

Extensions of Time to Degree

Under extenuating circumstances, students may petition the Associate Dean of the Graduate School, through their program office, for extension of the time limit for attaining their degree prior to expiration. To apply for an extension, the student must download a [Graduate Petition for Reinstatement and/or Extension Form](#) and submit the completed form (signed by his or her adviser) to the graduate program director. The form must include:

- a projected timeline for program completion,
- a reason for the delay,
- signatures of the student, student's graduate program director, college dean and adviser.

The form is forwarded to the Associate Dean of the Graduate School who will approve or deny the petition and notify the student in writing.

Reinstatements

Students who have not been registered for at least one graduate credit hour at UC that contributes to degree requirements (as determined by the graduate program) in an academic year are considered inactive. To regain active student status, students may petition the Associate Dean of the Graduate School, through their program, for reinstatement. Reinstatements are available to students who have been inactive for **up to three years**. Students who have not been enrolled for any credits in their graduate program for a period longer than three consecutive years are not eligible for reinstatement and must apply for readmission to the university. (See *Readmission*.)

Students who have not completed their requirements by their time-to-candidacy or time-to-degree limit and neglected to get an extension before reaching the limit

are on inactive status regardless of registration in each academic year and are required to apply for reinstatement if they wish to continue in their program. These students must also apply for an extension of their time-to-candidacy and/or time-to-degree. (See *Extensions of Time to Degree*.)

To apply for a reinstatement, the student must download a [Graduate Petition for Reinstatement and/or Extension Form](#) and submit the completed form to his or her graduate program director. The form must be submitted by the program director with the reinstatement conditions. The completed Petition for

Reinstatement Form must include:

- a timeline for program completion
- a reason for the delay
- signatures of the student, student's adviser, program director and college dean

If reinstatement is approved, the student must pay a reinstatement fee equal to the current tuition for one graduate credit for each of the unregistered years up to a maximum of three credits.

Students who interrupt their graduate studies by officially withdrawing from the university or failing to maintain active student status will be held responsible for the graduate program requirements in force and published at the time they are readmitted or reinstated into that program. A student who has been officially reinstated must follow the stipulations provided above in this section to maintain his or her graduate student status.

Petitions for Reinstatement must be received in the office of the Graduate School no later than three weeks prior to the application deadline for the quarter in which the student wishes to graduate. Petitions received after that date will be held for review for graduation in a subsequent quarter.

Readmission

Students who have been inactive (not enrolled in their program) for more than three consecutive years are not eligible for reinstatement and must apply for readmission to the university. Readmission does not change the student's original entry date. Time to degree will be calculated from his or her first entry date. To apply for readmission, the student must submit a completed [Application for Readmission \(Reapplication\) Form](#) with the processing fee to his or her program director.

The readmission process is an opportunity for careful consideration of the former student's progress and length of time between his or her inception into the program and completion of remaining requirements. This may result in readmission, readmission with conditions, or denial of readmission. The readmission application must include a written plan for completing remaining

degree requirements and removing any standing impediments to graduation, including *I/F*, *F*, *NG* grades and courses required for graduation. This plan should include a timeline that describes the student's progress toward degree completion to date.

Upon approval, the student must pay a readmission fee equivalent to in-state tuition in effect at the time of readmission for three graduate credits. The processing fee will be applied to the readmission fee.

NOTE: Include instructions for plan for completing degree requirements and removal of *F*, *I/F*, and *NG* grades on the form.

Leaves of Absence

Under special circumstances, graduate students may apply for leave of absence from full-time study at the university for a specific period up to one year. Assuming appropriate documentation is provided, the circumstances justifying a leave include but are not limited to personal or family medical conditions, call to active military duty, maternity leave, or death in immediate family. The rationale must be documented by the applicant.

An approved leave of absence preserves the student's status in his or her degree program, and the time off will not be counted against the time limits for awarding degrees. Registration is not required during the leave period. A leave may be renewed for up to one additional year if the student applies for a leave extension at least four months prior to the end of his or her initial leave. Renewal of a leave is subject to the approval of the program, college, and the Graduate School. In no case may any student be granted a leave for more than two years.

To apply, a student must download [Request for Leave of Absence Form](#) and submit the completed form with appropriate documentation to the program director. The program director will forward the application to the department head and college dean for approval. Upon approval of the dean, the dean forwards the application to the Associate Dean of the Graduate School. The Associate Dean will notify the student in writing of the approval or denial of the request. In no case may a student be granted more than a total leave of two years.

Note: Students with financial aid or student loans should confer with the Financial Aid Office prior to requesting a leave of absence to ascertain the consequences of a leave on their loan status.

Changing to Another Degree Program at UC

Students are responsible for fulfilling the requirements of the given degree program in which they are registered. In order to change from one degree program to another, a student must submit a complete application to the new

program. If the degrees are housed in the same department, and the change is made over consecutive quarter enrollments, the application fee is waived. If the new degree program is in a different administrative program, the student is responsible for paying the application fee. A student cannot graduate from a program that is different from the one into which they are officially accepted and in which university records show them to be matriculated.

A program can accept up to 50% of the graduate credits required for the master's degree into the program to which the student is transferring from the graduate program at the University of Cincinnati from which the student is transferring. A PhD requires a minimum of 135 graduate credits, or 90 graduate credits beyond a master's degree. The last 45 of which must be completed in the program that grants the degree at the University of Cincinnati.

The maximum number of credits that a student can transfer from unclassified (or undeclared major) status at University of Cincinnati to a specific degree program is 15. If students must take undergraduate courses to satisfy prerequisites, the student may be accepted by the program on a provisional basis contingent on satisfying those prerequisites. In all of these cases, the program should indicate on the Transfer of University of Cincinnati Credit Form which transfer credits are accepted. These procedures ensure the student will be successfully transferred into the new program and the integrity of student records will be maintained.

WITHDRAWAL FROM PROGRAM

Students must notify their departments in writing and copy the Graduate School regarding their intent to withdraw from their programs.

DISMISSAL FROM PROGRAM

Students must consult with individual programs concerning dismissal policies. If a program dismisses a student, the program must copy the Graduate School on the notification to the student.

MASTER'S DEGREE POLICIES AND PROCEDURES

COURSE OF STUDY

The course of study for the master's degree is planned with the adviser and is subject to approval by the program graduate committee or its equivalent. It must show a reasonable degree of concentration on interrelated subjects.

Programs will recommend students for degrees only after students have developed and demonstrated the necessary intellectual maturity and have fulfilled all other university requirements. At least once an academic year, the graduate program director or the graduate student's adviser shall inform the student in writing of his or her academic progress in the master's degree program.

CREDIT HOUR REQUIREMENTS

The University of Cincinnati is on a quarter system. While qualification for the master's degree is not based exclusively upon the completion of a definite number of hours of course work, the satisfactorily completed graduate work must consist of a minimum of one academic year of full-time graduate study consisting of at least 45 graduate quarter credit hours, including any thesis or research project. Credits earned in professional law or medicine programs are not applicable to the 45 credit minimum.

Quarter credit hour requirements for master's degree programs range from 45 to 144. Therefore, some master's programs are completed in one year whereas other programs require two or three years. At least 30 of the graduate quarter credit hours applied toward a master's degree must be derived from formal course work, i.e., any course taken for graduate credit for which the graduate student receives a letter grade of *A*, *A-*, *B+*, *B*, *B-*, *C+*, *C*, or *F*.

Students enrolled in full-time graduate study must register for a minimum of ten graduate credit hours per quarter. Students receiving scholarships must register for the number of graduate credit hours each quarter for which they are funded (see Costs & Funding link on Graduate School's website). Students receiving assistantships or fellowships from the university must register for a minimum of 12 credit hours for each quarter they are funded.

Repeated Research Courses

If students are working on their thesis research beyond the research credits required by their program, they should be registered in the appropriate research course (e.g., Individual Master's Thesis), and the course work should be graded as *SP/UP*.—not *NG* (no grade) or *I* (incomplete)—up until the quarter in which they submit the document and are graded for it. This course must have the same course number each quarter. Students must receive a grade for the last quarter they are registered in the research course. The appropriate course should be identified by the program director and communicated to all faculty advisers and

master's students. Complete details of this policy are provided in *Grading, Grades Assigned to Research Courses That Are Repeated by Graduate Students*.

CANDIDACY

There is no formal candidacy status for the master's degree. However, some programs do have defense requirements, so each student should confer with his or her adviser or program director to ascertain the requirements of his or her specific program. To maintain graduate status, students must take a minimum of one graduate credit that contributes to degree requirements (as determined by the graduate program) per academic year. If a student does not maintain active status, he/she may apply for reinstatement within three years or apply for readmission to his/her program thereafter. There are fees associated with these steps. (See *Maintaining Graduate Student Status, Reinstatements and Readmission*.)

Time Restrictions

A master's student must complete all requirements in his or her master's program no later than five years from the date of matriculation into the degree program for students beginning their program Autumn 2007 or thereafter. All master's requirements must be completed no later than seven years from the date of matriculation for students beginning their programs prior to Autumn 2007. Under extenuating circumstances, an extension may be requested from the Associate Dean of the Graduate School.

THESES, RESEARCH PROJECTS, EXAMINATIONS

A master's thesis is required by certain programs. The preparation of a thesis demonstrates the student's ability to communicate and to evaluate critically. Information about preparing an electronic thesis is available online at the [ETD website](#). The student must obtain any special thesis requirements of his or her specific program from his or her program office.

Evaluation Process

Each master's degree student undergoes an individual evaluation process at the end of his or her program. This evaluation process is defined as satisfactory demonstration of mastery of subject matter in which the graduate student is seeking the master's degree. This demonstration is an individualized evaluation of each master's candidate that is monitored and documented by at least two faculty members, at least one of whom must be a member of the graduate faculty. If the student has written a thesis, he/she is required to use the *Safe Assign* software (accessible via Blackboard) to check the document prior to submission to the thesis committee. *Safe Assign* is anti-plagiarism software that will help the student to ensure that their writing is original. The student must then either turn the *Safe Assign* report or both the corrections and the report in to

his/her adviser. The student can then submit the completed thesis to the thesis committee for critical evaluation.

In some programs, the final evaluation may be done in the form of a comprehensive exam or research project; in others, the final evaluation may appropriately be a recital, performance, or exhibition. The specific nature of the final evaluation is determined by the academic unit offering the master's degree program. If questioned, the appropriateness of a final evaluation will be decided by the University Graduate Council. Students, who have written a thesis, are expected to enter details of their thesis defense, such as time, date, and location, online at the Graduate School's public [Thesis and Dissertation Defense Announcements page](#).

Submission of Thesis

Once a thesis has been approved by his/her committee, the candidate for the master's degree must submit the thesis by following the most current detailed instructions on the Graduate School's [website](#). Master's students who are not required to complete a thesis, should consult their academic programs for the capstone experience required in their programs.

GRADUATION

Two quarters prior to the quarter in which a student anticipates graduating, the student should:

1. confer with his or her program office staff
2. consult the Graduation page on the [Graduate School's website](#) for [deadlines](#), instructions on submitting his or her thesis, and commencement information.
3. visit the [Graduation Guidelines & Procedures](#) page to determine if he or she is defined as a thesis or non-thesis student, then

Application to Graduate

After students: 1) complete academic requirements 2) complete the official online [Application to Graduate](#) by the [deadline](#) for the quarter in which they expect to graduate. Deadlines are firm and failure to meet them will delay students' graduation until the following quarter, when they must then submit a new application for their revised graduation date.

As of September 24, 2008, all students applying to graduate will be assessed a \$35 graduation application fee. The fee will be assessed each quarter a student applies for graduation. In order to obtain an exception to this rule a student must petition the Associate Dean of the Graduate School on the basis of an

unforeseen circumstance that prevented graduation during the quarter for which the student last applied (e.g., documented medical issue).

Dual Degree Programs

The online [Application to Graduate](#) will allow a student to apply for graduation from both degree programs in a dual degree program.

Each of the two programs must follow the certification processes and procedures necessary to facilitate the student's graduation from their own program, forwarding a Checklist-for-Completion Form and other requirements for certification.

In dual degree programs, students must be registered for at least one graduate credit that contributes to degree requirements in one of the two programs (as determined by the program) during the academic year in which they graduate with their dual degrees.

Graduation Requirements for Master's Degrees

Students must be registered for at least one graduate credit that contributes to degree requirements (as determined by the graduate program) during the academic year in which they graduate from that program. Students must also complete degree requirements within a five year period unless they have an approved extension (See *Maintaining Graduate Student Status, Extensions of Time to Degree*). They should contact their program office for any additional program requirements or deadlines to be completed prior to graduation.

Certification for Graduation

The finalization and submission of a student's Application to Graduate will activate the process by which the student will be certified for graduation. The student should confer with his or her program office to assure that any problems related to these requirements are resolved in a timely manner and avoid delay of graduation until a subsequent quarter.

Specifically, the student's records will be reviewed to verify satisfaction of the following requirements:

- finalization and submission of his or her online [Graduation Application](#) by the deadline;
- instructor's submission of acceptable grades for his or her final quarter credits;
- removal of all *I* and *NG* grades from his or her transcript;

- removal of all *UP/SP* grades from unapproved courses and/or the final quarter in which the approved courses were taken; assignment of letter grades rather than *UP/SP* grades for courses in the final quarter of the student's program;
- confirmation of satisfactory repetition or waiver of required courses in which an *F* was originally received;
- confirmation of completion of work and changes of *I* grades within the one-year limit;
- confirmation that the student was registered for at least one credit in his or her graduate program in each academic year;
- confirmation that the student completed his or her degree requirements within his or her prescribed time-to-degree;
- satisfactory completion of at least 45 graduate credits completed to the satisfaction of the student's program including at least 30 derived from formal course work (many programs have higher requirements);
- completion of all program requirements for the degree;
- receipt and approval of the student's electronic thesis and related forms by the Graduate School, if required. (See [here](#) for instructions and required format.)

Note: The requirements clarified here and in the Graduation Guidelines and Procedures are university requirements. Students must contact their program office for any additional program-level requirements or deadlines that must be completed prior to graduation.

DOCTORAL HOODING AND MASTER'S RECOGNITION CEREMONY

At the end of every spring quarter, those doctoral and master's students who are graduating or who have graduated during the [designated quarters](#) will receive an invitation from the Dean of the Graduate School to participate in the university's prestigious Doctoral Hooding and Master's Recognition Ceremony that is held in June of each year. **Please visit the [Ceremony's website](#) during late fall quarter for up-to-date details.** This is a joyous occasion in which students celebrate their accomplishment with family and friends as they are recognized by faculty and administrators and receive their hoods.

The letter of invitation from the Graduate School will be mailed around the first week of March prior to the June ceremony of that year. Graduates must confirm their intent to participate (or not) by reserving a seat online for the celebratory event and providing current post and email addresses for notification purposes.

DOCTORAL DEGREE POLICIES AND PROCEDURES

COURSE OF STUDY

The course of study for the doctoral degree is arranged with each student by his or her adviser and reviewed by the program graduate committee or its equivalent. The program should provide a concentration and breadth of study for the student to develop competence in research, scholarship, teaching, and professional performance in general, with knowledge of his or her chosen specialty in relation to allied branches of learning. A written assessment of performance for each doctoral student is required at the end of his or her first year; an annual Academic Progress Report or some other form of formal evaluation of progress is required throughout each student's program.

CREDIT HOUR REQUIREMENTS

The doctoral degree requires a minimum of three years of full-time graduate study in the student's degree program and either a minimum of 135 graduate credits beyond the bachelor's degree or a minimum of 90 credits beyond a master's degree, including at least 10 hours in dissertation research. Some program credit requirements may be higher. Credits earned in professional law or medicine programs are not applicable to a graduate degree. The last 45 credits must be completed under the direction of University of Cincinnati graduate faculty. In no case, however, will a degree be granted solely on the basis of the accumulation of the required number of credits. A program will recommend students for degrees only after they have developed the necessary intellectual maturity and have fulfilled all other requirements of the program and the university.

Students enrolled in full-time graduate study must register for a minimum of ten graduate credit hours per quarter. Students receiving scholarships must register for the number of graduate credit hours each quarter for which they are funded. Students receiving assistantships or fellowships from the university must register for a minimum of 12 credit hours for each quarter they are funded. To maintain graduate status, students must register in their program for at least one graduate hour in each academic year.

RESIDENCY

Prior to admission to doctoral candidacy, all doctoral students shall complete a residency requirement by enrolling in ten graduate credit hours per quarter for three out of five consecutive quarters of study (including summer quarter) or

three consecutive summer quarters. Exceptions to this policy must be submitted for approval to the Graduate Council.

RESEARCH COURSES CONTINUING BEYOND ONE QUARTER

If students are working on their dissertation research beyond the research credits required by their program, they should be registered in the appropriate research course (e.g., Individual Dissertation), and the course work should be graded as *SP/UP*—not *NG* (no grade) or *I* (incomplete)—up until the quarter in which they submit the document and are graded for it. This course must have the same course number each quarter. This will reflect the reality that their dissertation is in progress. Students must receive a grade for the last quarter they are registered in the research course. The appropriate course should be identified by the program director and it is the program director's responsibility to communicate this to all faculty advisers and doctoral students in their program so that it is used consistently. (See *Registration, Grades and Graduate Credit; Grading, Grades Assigned to Research Courses that Are Repeated by Graduate Students* for complete details of this policy.)

CANDIDACY

Exam

Doctoral students are required to pass a department certification process before advancing to candidacy. A student must have at least a 3.0 grade point average in doctoral coursework (2.5 for PharmD students) and fulfill all other pre-candidacy requirements specified by the doctoral program in which the student is enrolled.

Verification

The student's program must promptly submit candidacy verification to the Graduate School upon the student's completion of all requirements for candidacy. The Graduate School then sends a formal letter to the student notifying them of their admission to candidacy. Once admitted to candidacy, the student must register for at least one graduate credit hour in each academic year in his or her program to maintain his or her graduate student and candidacy status. The student has up to four consecutive years in which to complete his or her degree requirements once he or she enters candidacy. If he or she does not complete degree requirements within four years after candidacy, he or she may petition the Associate Dean of the Graduate School for an extension of time to degree.

TIME RESTRICTIONS

The doctoral degree will be granted for no less than the equivalent of three years of full-time graduate study. All requirements for the doctoral degree must be completed within nine consecutive years of the date of matriculation into the program. Students have five academic years (pre-candidacy) to reach candidacy and the four following years (post-candidacy) to complete their research. A doctoral student must be enrolled for at least 10 graduate credits in his or her program in each of three quarters during a span of five consecutive quarters. For details, please visit www.grad.uc.edu/doctoral-time-restrictions.aspx.

Time to Candidacy

Students have five academic years (pre-candidacy) to reach candidacy and the four following years (post-candidacy) to complete their research. Candidacy for the doctorate automatically terminates after this time. A student whose candidacy is due to expire may petition the Associate Dean of the Graduate School for an extension of time to attain his or her degree. A student whose candidacy has already expired (and, therefore, moved the student to inactive status) may petition the Associate Dean for a reinstatement into his or her program and extension of time to degree. As a condition of reinstatement, programs may require students to retake and pass candidacy examinations. Each program should establish and publish policy concerning extension of degree, candidacy, and requirements for reinstatement, but the Graduate School makes the final decisions on extensions and reinstatements based on Graduate Council policy.

DISSERTATION

Each PhD and EdD student must produce and defend a dissertation showing high scholarly achievement based on his or her original research. The student is expected to present an individual electronic document as evidence of this research. Students in all other doctoral programs should consult their academic programs for the capstone experience required in their programs.

Dissertation Adviser and Committee

When the student has been admitted into candidacy for the doctorate and has selected a dissertation subject and research director (committee chairperson), a dissertation committee will be appointed by the Graduate School upon recommendation of the program director or director of graduate studies (in consultation with the dissertation adviser and student). Any subsequent changes in the dissertation committee will also be made by the Graduate School upon recommendation of the program director or director of graduate studies in consultation with the dissertation adviser and student. Students have the right to request a change in the committee but must do so in consultation with the graduate program director and submit a formal request to the Graduate School. Preferably, the dissertation committee will include at least one person from

outside the program. This might be someone from the university faculty who has competence or interest in the dissertation area or, in special circumstances, someone from outside the university. The committee should be appointed as soon as feasible after the student has selected his or her topic and adviser.

A dissertation committee must be composed of a minimum of three full-time faculty members at UC with professorial rank (tenure-track full, assistant, and associate professors - not adjunct, visiting, retired, or emeriti). Research faculty may serve on the committee and chair the committee. If a faculty member or appropriate professional practitioner has special expertise in a dissertation topic, such a person may be added to the dissertation committee if he or she is nominated by the candidate and approved by both the chairperson of the dissertation committee and the director of graduate studies for the academic unit involved, and the Associate Dean of the Graduate School. Such a person would serve as a full voting member of the dissertation committee without compensation from either the university or the candidate.

A copy of the completed dissertation must be submitted to each committee member for critical evaluation. Prior to his/her submission to the committee, the student is required to use the *Safe Assign* software which can be accessed via Blackboard. *Safe Assign* is anti-plagiarism software that will help the student to ensure that his/her writing is original. The student must then turn the *Safe Assign* report directly in to his/her adviser or make the corrections and turn both the corrections and the report in to his/her adviser.

The student can then submit the completed dissertation to each committee member for critical evaluation. If it is considered to be satisfactory with respect to form and content by the committee, a final defense of dissertation will be scheduled by the student's program office.

Final Defense of Dissertation

Students should check with their program office for the final deadline for their dissertation defense. The student's final defense of his or her dissertation will be open to the public and all members of the academic community. Students are required to enter details of their dissertation defense, such as time, date, and location, online at the Graduate School's public [Thesis and Dissertation Defense Announcements page](#). Students can also browse scheduled dissertation defenses by visiting [here](#).

The candidate answers questions posed by members of the committee following an oral presentation of his or her dissertation. After the committee members have completed their questioning, others present may pose questions or comments. At the conclusion of the defense, the committee will withdraw, make a decision with regard to the acceptability of the dissertation and its defense, and report its decision to the candidate. At least $\frac{3}{4}$ of the voting members of the dissertation committee (including at least one representative of each major area involved, in

the case of interdisciplinary programs) must approve the dissertation.

When the student's dissertation committee chair has approved a defense, the student should assure that they have met all requirements for graduation including those in the graduation information obtained online.

Use of a Moderator

Although an outside moderator is not required, a moderator may be assigned by the Dean upon the request of the candidate, the chairperson of the dissertation committee, or the person empowered to approve the composition of a dissertation committee (the director of graduate studies for the academic unit involved). Moderators should be members of the all-university Graduate Faculty from outside the academic unit involved. The duties of the moderator are limited to observing the oral defense of the dissertation and reporting in writing to the Dean on the academic propriety of the proceedings.

SUBMISSION OF DISSERTATION

After a dissertation has been approved, the candidate for the doctoral degree must submit his or her dissertation by following the most current detailed instructions on the [ETD website](#). Students in all other doctoral programs should consult their academic programs for the capstone experience required in their programs.

GRADUATION

Two quarters prior to the quarter, in which a student anticipates graduating, the student should:

1. confer with his or her program office staff;
2. consult the [Graduation page](#) on the Graduate School's website for [deadlines](#), instructions on submitting his or her dissertation, and commencement information;

Application to Graduate

After students: 1) complete academic requirements 2) download the Graduation Guidelines and Forms that apply to their student category, they must complete the official [online Application to Graduate](#) by the [deadline](#) for the quarter in which they expect to graduate. Deadlines are firm and failure to meet them will delay students' graduation until the following quarter, when they must then submit a new application for their revised graduation date.

As of September 24, 2008, all students applying to graduate will be assessed a \$35 graduation application fee. The fee will be assessed each quarter a student applies for graduation. In order to obtain an exception to this rule a student must petition the Associate Dean of the Graduate School on the basis of an

unforeseen circumstance that prevented graduation during the quarter for which the student last applied (e.g., documented medical issue).

Dual Degree Programs

The online [Application to Graduate](#) will allow a student to apply for graduation from both degree programs in a dual degree program.

Each of the two programs must follow the certification processes and procedures necessary to facilitate the student's graduation from their own program, forwarding a Checklist-for-Completion Form and other requirements for certification.

In dual degree programs, students must be registered for at least one graduate credit that contributes to degree requirements in one of the two programs (as determined by the program) during the academic year in which they graduate with their dual degrees.

Graduation Requirements for Doctoral Degrees

Students must be registered for at least one graduate credit that contributes to degree requirements (as determined by the graduate program) during the academic year in which they graduate from that program. Doctoral students must also complete degree requirements within a nine-year period (five to meet candidacy and four to complete research) unless they have an approved extension (See *Maintaining Graduate Student Status, Extensions of Time to Degree*). They should contact their program offices for any additional program requirements or deadlines to be completed prior to graduation.

Certification for Graduation

The finalization and submission of a student's Application to Graduate will activate the process by which the student will be certified for graduation. The student should confer with his or her program office to assure that any problems related to these requirements are resolved in a timely manner and avoid delay of graduation until a subsequent quarter.

Specifically, the student's records will be reviewed to verify satisfaction of the following requirements:

- finalization and submission of his or her [online Application to Graduate](#) by the deadline;
- instructor's submission of acceptable grades for his or her final quarter credits;

- removal of all *I* grades from his or her transcript;
- removal of all *UP/SP* grades from unapproved courses and/or the final quarter in which the courses were taken; assignment of letter grades rather than *UP/SP* grades for courses in the final quarter of the student's program;
- confirmation of satisfactory repetition or waiver of required courses in which an *F* was originally received;
- confirmation of completion of work and changes of *I* grades within the one-year limit;
- confirmation that the student was registered for at least one credit in his or her graduate program in each academic year;
- confirmation that the student reached candidacy and completed his or her degree;
- requirements within his or her prescribed time-to-candidacy and time-to-degree;
- satisfactory completion of at least 90 graduate credits in the student's doctoral degree program, including at least 10 research credits (many programs have higher requirements), if the student has officially earned a master's degree that required at least 45 credits; if the student did not earn a master's degree, 135 graduate credits are required.
- completion of all program requirements for the degree;
- receipt and approval of the student's electronic dissertation and related forms by the Graduate School (see [here](#) for instructions and required format).

Note: The requirements clarified here are university requirements. Students must contact their program office for any additional program-level requirements or deadlines that must be completed prior to graduation.

DOCTORAL HOODING AND MASTER'S RECOGNITION CEREMONY

At the end of every spring quarter, those doctoral and master's students who are graduating or who have graduated during the [designated quarters](#) will receive an invitation from the Dean of the Graduate School to participate in the university's prestigious Doctoral Hooding and Master's Recognition Ceremony that is held in June of each year. **Please visit the [Ceremony's website](#) in late fall for up-to-date details.** This is a joyous occasion in which students celebrate their accomplishment with family and friends as they are recognized by faculty and administrators and receive their hoods.

The letter of invitation from the Graduate School will be mailed around the first week of March prior to the June ceremony of that year. Graduates must confirm

their intent to participate (or not) by reserving a seat online for the celebratory event and providing current post and email addresses for notification purposes.

INSTITUTIONAL RULES, POLICIES, AND PROCEDURES

PROGRAM STANDARDS

This Graduate Handbook clarifies minimum university-level requirements and policies that apply to all graduate students throughout the University of Cincinnati. Beyond these, each student is also expected to adhere to requirements, policies, and procedures specific to his or her own degree program and college.

All graduate programs must publish in writing in accessible format the minimum academic standards for each graduate program offered, including the following:

- minimum grade point average, including grades earned in required courses;
- acceptable grade distribution, including grades earned in required courses;
- nature and number of programmatic examinations, such as preliminary or qualifying, and the consequences of failing all or part of each examination;
- specified research requirements;
- a time-related definition of normal progress for all full-time and part-time students;
- standards and procedures for annual review of academic performance;
- standards and procedures for probation, suspension, and dismissal from the program.

RECORD ACCESSIBILITY

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights are:

The right to inspect and review the student's education records within 45 days of the day the appropriate office at the university receives a request for access. Records excluded from this right by law include parents' financial statements, portions of records pertaining to more than one student, and those maintained by physicians or psychiatrists. Educational records are maintained at offices such as, but not limited to, the Graduate School, Student Records, Financial Aid, college deans' offices, and academic program offices. Students should submit to the office that maintains the records in which they are interested a written request that identifies the record(s) they wish to inspect. The appropriate university representative in that office will make arrangements for access and notify the student of the time and place where the record(s) may be inspected. If the records are not maintained by the office to which the request was submitted, a representative from that office shall advise the student of the correct office or person to whom the request should be addressed.

[It is the policy of the University of Cincinnati to provide to the student copies of any portion of his or her record at cost, except transcripts for which the university's transcript policy, listed below, will apply.]

Transcript Policy: In recognition of the confidentiality of student records, an official transcript of a student's record will be released only with the written permission of the student, except under due process of law. Requests for transcripts must be made in writing, via the Internet, or in-person at One Stop Student Service Center, University Pavilion. There is a charge for each transcript. The fee must be paid at the time of filing the request. There is no charge for an official transcript that is sent to one of UC's colleges. Students are not permitted to receive these official on-campus transcripts. Requests for transcripts are processed as promptly as possible; however, as many as five to seven working days may be required at certain peak periods.

- The right to request the amendment of the student's education records that the student believes are inaccurate or misleading. Students may ask the university to amend a record that they believe is inaccurate or misleading. They should write the office responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the university decides not to amend the record as requested by the student, the university will notify the student of the decision and advise the student of his or her right to a hearing regarding the request for amendment.
- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with

legitimate educational interests. A school official is defined as a person employed by the university in an administrative, supervisory, academic, or support staff position (including law enforcement and health staff); a person or company with whom the university has contracted (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Certain categories of information are considered public or directory information (e.g. name, address, telephone number, electronic mail address, college, class, program, major field of study, dates of attendance, enrollment status, degrees and awards received, institutions attended) for purposes of facilitating the educational process and optimizing opportunities for students.

A University of Cincinnati student may withhold disclosure of any part of their directory information. To prevent directory information from appearing in the on-line [Student Directory](#), requests for nondisclosure may be submitted at any time to the [Office of the Registrar](#). To prevent directory information from appearing in the published Student Directory, requests for nondisclosure must be submitted to the Office of Student Records no later than the second Friday of the autumn quarter. In either case, forms may be obtained online at the [Office of the Registrar](#) or at 4150 Edward. The University of Cincinnati embraces the policy that all records other than directory information are treated with confidentiality so that the only access afforded faculty or staff is on a need-to-know basis.

- The right to file a complaint with the [United States Department of Education](#) concerning alleged failures by the university to comply with the requirements of FERPA. The name and address of the office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC, 20202-4605.

If a student encounters difficulty with the access or confidentiality of their educational records at the University of Cincinnati, they should contact the [Office of the University Ombuds](#) by [email](#) or phone at 556-5956.

DISCRIMINATION

The University of Cincinnati reaffirms its policy that discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, disability, status as a disabled veteran or veteran of the Vietnam era, or age shall not be practiced in any of its activities. Furthermore, where past or present discrimination continues to have an adverse impact upon protected class members such as minority groups, women, disabled, Vietnam era veterans, or disabled veterans, the university will take affirmative action in carrying out its policy of nondiscrimination and equal opportunity for all.

Complaints involving violations of the University of Cincinnati's nondiscrimination policy are addressed by the Office of Equal Opportunity (University Hall, Suite 250).

ACADEMIC DISHONESTY

Academic dishonesty in any form is a serious offense that cannot be tolerated in an academic community. Dishonesty – including cheating, plagiarism, deception of effort, and/or unauthorized assistance – may result in a failing grade in a course and/or suspension or dismissal from the university.

Each graduate program or college must adopt and publish procedures for investigating charges of academic dishonesty. These procedures must take into account due process and rules of evidence, and they must conform to the university's Student Code of Conduct.

STUDENT CODE OF CONDUCT

The Student Code of Conduct defines behavior expected of all University of Cincinnati students. **It is each student's responsibility to know and comply with the university's Student Code of Conduct**, which defines behavior expected of all University of Cincinnati students, and sanctions or penalties are outlined. (Law and medical students are subject to their respective honor codes. However, these students are covered by the appeal process of the university's *Student Code of Conduct*.) Academic behavior considered to be misconduct is defined in the *Student Code of Conduct*. The code also addresses nonacademic misconduct (such as disturbing the peace, destruction of property, and theft). Disciplinary procedures are explained in a step-by-step manner, and the procedures for appeal of decisions are stated.

In addition to this code, students must adhere to their college's professional code of conduct and honor codes where applicable. Students may obtain copies of college honor codes from their college offices.

RESEARCH CONDUCT

The furthering of research is a major institutional goal of the University of Cincinnati. Research includes not only intellectual activity and exploration designed to expand knowledge and understanding, but also activities in the creative and performing arts designed to interpret and create. The university is unequivocally committed to the ethical conduct of research. Individuals charged with supervision of research, as well as all individuals directly engaged in research, and collaborators of investigators outside their own units are responsible for the quality of the data generated in their own laboratories as well as the laboratories of their collaborators.

RESEARCH MISCONDUCT

Research misconduct is defined as fabrication, falsification, or plagiarism in proposing, or performing research, reviewing research proposals, or reporting research results (No. 10-17-05, Rules of the University).

Official university policy governing research misconduct is available in its entirety in Rules of the University; Conduct and Ethics: one can find the [Policy](#) for investigation of research misconduct online.

Misconduct that has been established may constitute grounds for administrative action including termination of the individual's appointment at the University. Accusations of falsifying or misrepresenting data or authorship shall be among the most serious charges that may be lodged against an investigator. A person contemplating such accusations must fully consider the gravity of the accusation and its consequences. He or she must make every effort to avoid lodging charges that prove to be baseless. Frivolous or false accusations may also constitute grounds for administrative action. Likewise, it is the policy of the University of Cincinnati that no individual who, in good faith, has reported apparent scientific misconduct of research shall be subject to retaliation by the University or any member of the University community. Impermissible retaliation is subject to University discipline.

When misconduct is alleged, it is imperative that due process be followed and protection be afforded to the rights and reputation of both accuser and accused, collaborators of the accused, those investigating the allegations, any sponsoring agency, any publisher, and the university. Thus, university legal counsel shall provide advice and counsel throughout the proceedings. During the inquiry into and investigation of allegations, confidentiality shall be observed in the interests of all parties except that the appropriate college dean (herein after referred to as the dean) shall inform and keep apprised of the investigation the Dean of the Graduate School and the Senior Vice President and Provost for Baccalaureate and Graduate Education or Senior Vice President and Provost for Health Affairs. The dean may delegate any authority described herein. Appropriate administrative action may be taken as necessary to protect sponsoring agency funds and assure that the purposes of the financial assistance are met. All reporting requirements of sponsoring agencies must be observed.

Proceedings to Investigate Alleged Research Misconduct

All proceedings must be in accordance with applicable rules and contractual obligations of the University of Cincinnati. A representative may accompany all individuals meeting with an investigating committee. Each committee may establish its own rules of conduct within these guidelines.

Allegations

Charges of misconduct shall be brought to the director or head of the program in

which such conduct allegedly occurred. The director or head shall immediately inform the dean of the college and the dean shall inform the Dean of the Graduate School. If the person being accused is a department, program, or unit director or head, the charge shall be brought directly to the dean.

Initial Inquiry

The dean advises the accused of the allegations and appoints an inquiry committee of no more than three individuals to conduct an inquiry into the allegations. Appointments will avoid any real or apparent conflict of interest. University legal counsel advises the inquiry committee. The object of the initial inquiry is to determine whether or not there is sufficient substance to the allegations to warrant an investigation.

1. Private, separate sessions are conducted to hear the accuser, the accused, and others as determined by the inquiry committee. All relevant evidence produced is reviewed and secured.
2. The inquiry makes a written report and recommendation to the dean within 15 working days after the dean has been informed of the charge. The dean may extend this under exceptional circumstances. The written report includes what evidence was reviewed, the information from relevant interviews, the reason for any delays, and the recommendation of the inquiry committee.
3. As a result of this initial inquiry, a recommendation is either made that the allegations are without merit or that the allegations have sufficient evidence to warrant further investigation. In either case, subsequent action may be recommended.
4. The Dean reviews the recommendation of the inquiry committee and decides whether or not to request a complete investigation (see below) or to take any other appropriate action pursuant to University rules or contractual agreements. This decision is delivered in writing with the inquiry committee report and recommendations to the accused, accuser, the inquiry committee, the Dean of the Graduate School, the Senior Vice President and Provost for Baccalaureate and Graduate Education, or the Provost for Health Affairs who in turn notifies the President of the university without delay. Any comments submitted by the accused may be added to the record. Records and reports of each inquiry not warranting investigation shall be maintained by the dean at least three years after the termination of the inquiry.

Investigation (if further investigation is warranted):

1. The dean of the college determines whether sponsored research is involved and informs the university Dean of the Graduate School, who determines if the sponsoring agency should be notified that an investigation is under way. Any necessary notification must clearly state that the investigation will determine the propriety of the conduct or reporting of the research and that the agency shall be apprised of the results.

2. The dean of the college appoints an investigating committee to conduct a complete investigation of the allegations to determine if misconduct has occurred. Appointments must avoid any real or apparent conflict of interest. The investigating committee, while not being excessive in size, is to contain individuals with sufficient expertise and dedication to conduct a thorough and equitable investigation. University legal counsel advises the investigating committee.
3. The thorough and timely investigation provides both notice of all allegations to the accused and an opportunity for the individual(s) to fully respond to all allegations and findings. The investigation must begin within 30 days of the completion of the initial inquiry and must be completed within 120 days of its initiation. Extensions are only approved by the Dean of the Graduate School, the Senior Vice President and Provost for Baccalaureate and Graduate Education, or the Senior Vice President and Provost for Health Affairs who first secure any necessary approvals from sponsoring agencies.
4. Necessary support (e.g. clerical, information gathering, witnesses, organizational, security, record keeping and confidentiality) is arranged by the office of the dean. Private and separate sessions are conducted to hear the accuser, the accused, and others determined necessary by the investigating committee. All relevant evidence produced (including but not limited to research data, publications, correspondence and telephone memoranda) is reviewed and secured. Interviews with any individuals are recorded by tape recorder or a court reporter unless the investigating committee is otherwise advised by legal counsel.
5. The investigating committee provides a written report of its findings, conclusions, and recommendations together with all pertinent documents and evidence to the dean. Each member of the investigating committee signs the report or submits a signed dissenting report.

External Review

The dean may appoint an external committee of faculty members and/or administrators from another institution or institutions to review and provide written comment on the findings, conclusions and recommendations of the investigating committee.

Administrative Action

1. The dean reviews the report of the investigating committee and the comments of the external committee, if any, and recommends further action to the Dean of the Graduate School and the Senior Vice President and Provost for Baccalaureate and Graduate Education or the Senior Vice President and Provost for Health Affairs. This recommendation is delivered in writing together with the committee report and any comments from the external committee to the accused, the accuser, and the investigating committee. Any comments submitted by the accused are also part of the record. The Dean of the Graduate School and the Senior Vice President and Provost for Baccalaureate and Graduate Education or

the Provost for Health Affairs then inform the President of the university without delay.

2. With the advice of university Legal Counsel, the Dean of the Graduate School and the Senior Vice President and Provost for Baccalaureate and Graduate Education or the Senior Vice President and Provost for Health Affairs decide how to proceed under applicable university rules and contractual agreements. They then deliver the decision in writing to the accused, the accuser, both committees, the dean, and the President without delay. Collaborators of the accused are advised of any substantiated misconduct or questions related to their research. The President advises the Board of Trustees as necessary.

3. At any time misconduct or significant errors are substantiated in any sponsored or reported research, the Dean of the Graduate School and the Senior Vice President and Provost for Baccalaureate and Graduate Education notify the sponsoring agency or publisher in writing without delay.

RESTRICTED RESEARCH

The right to open exchange of information and opinion in faculty relations with students carries the obligation to avoid comments or violations of confidentiality that would reduce free expression or inquiry by students. Student involvement in industrial proprietary projects should be permitted only when these projects in no way restrict the student's ability to fulfill his or her degree requirements, which includes the obligation to publish dissertation results.

Faculty members have the right to publish their research findings and the right to protection against retaliation because of displeasure over their conclusions by the public, administration, government, or others. They have the concomitant responsibility to refrain from conducting secret, non-publishable research as part of their university duties.

STUDENT GRIEVANCE PROCEDURES

The University of Cincinnati provides an opportunity for the resolution of disputes involving graduate students in a fair and collegial manner. The [Graduate Student Grievance Procedures](#) establish a formal process for graduate students to request review and redress of certain grievances arising out of their academic relationships with their programs, their colleges, or the university. The grievance begins with a mediation process and may proceed, if necessary, through the more formal fact-finding and decision or appeal processes. In general, however, it is expected that grievances will be resolved by the parties within their programs.

The procedures are applicable to the following types of grievances:

- ☐ grievances alleging improper dismissal or suspension from a graduate program;

- grievances alleging the improper withholding or termination of financial support of any kind;
- grievances alleging any other improper treatment of a graduate student by a faculty member or university agency except:
 1. allegations of discriminatory treatment arising from the student complainant's age, race, gender, sexual preference, disability, national origin, or religion;*
 2. allegations of improper evaluation of the quality and quantity of academic work;
 3. allegations of unfair recommendation for employment or further graduate study.

Note*: Allegations of discrimination will be handled according to the University Discrimination Procedure administered by the Equal Opportunity Office. Allegations of sexual harassment will be handled according to the University Institutional Policy on Sexual Harassment administered by the Equal Opportunity Office (556-5503).

STUDENT ORGANIZATIONS AND CAMPUS RESOURCES

GRADUATE STUDENT WORKSHOP SERIES

The Graduate School sponsors workshops for graduate students throughout the academic year. Topics of particular interest to graduate students, such as the responsible conduct of research, proposal writing, and family issues, are presented by faculty and other experts in the field. The workshops are offered at no cost, generally for 90 minutes at either midday or in the evening. For more information on the workshop series, please visit <http://www.grad.uc.edu/workshop.aspx> or email.

TEACHING ASSISTANT WORKSHOP SERIES

A collaborative effort between the Graduate School and the Center for the Enhancement of Teaching & Learning, this series is designed to maintain high-level teaching and learning in all UC classes, emphasizes constructive pedagogical approaches and technology training for the classroom. Offered free to new and continuing teaching assistants, these workshops focus on topics such as the first-day experience, active learning, and the creative use of technology in teaching. To receive notice of scheduled workshops, students should provide their current email addresses to CET&L by phone (556-2379) or email.

CENTER FOR THE ENHANCEMENT OF TEACHING AND LEARNING

The [Center for the Enhancement of Teaching and Learning \(CET&L\)](#) is devoted to serving the needs of teaching faculty and graduate teaching assistants. The CET&L offers a faculty-led pedagogy series, a technology series, videotaping services, a fall institute, a resource library, guidelines and resources for preparing syllabi, course evaluations, effective assignments, and assessment tools. To contact the CET&L, call 556-3053 or [email](#).

PREPARING FUTURE FACULTY PROGRAM

UC's [Preparing Future Faculty Program \(PFF\)](#) helps graduate students who are considering an academic career by equipping them with an understanding of the opportunities and challenges of the faculty life. Many students emerge from their doctoral programs with no teaching experience, no familiarity with the scholarship on teaching and learning, and no inside understanding of curriculum development, syllabus development, innovative pedagogies, student learning styles, or instructional technologies. Part of a national initiative started in the early 1990s, the PFF Program adds those strengths to graduate students' portfolios, not only preparing them to work more effectively as faculty members but also increasing their marketability. The program includes courses, workshops, reading groups, and a mentoring experience at UC or another local college. It gives detailed guidance on developing a faculty career plan, preparing a *curriculum vitae* and job application letters, writing a statement of teaching philosophy, searching and applying for faculty positions, and being interviewed. Students who complete all requirements receive a PFF Certificate (also noted on transcripts). For more information about the program at UC, see the [website](#) or send an [e-mail](#).

INFORMATION AND TECHNOLOGY SERVICES

Bearcat Online Email Account

A Bearcat e-mail account ([Bearcat Online](#)) is one of the most important resources you have as a UC student. All official university information is transmitted via Bearcat Online, so students develop the habit of reading it every day. Once you are admitted and confirmed as a student, you will be notified by email when your Bearcat Online account becomes available, and you will be given the necessary information to access it. You may check your mail or manage your accounts at the Bearcat Online site.

Alternatively, Bearcat Online email can be accessed through Blackboard Course Management. To access Bearcat Online email through Blackboard, first log in to Blackboard using your Blackboard password. Then, click the Web email link under the Tools heading on the left side of the screen. Enter your email username and email password to access your account. For help or additional information on the Bearcat Online email, refer to the Bearcat Online website.

Bearcat Online Email Lookup

Students may use this [site](#) to look up the email addresses of faculty, students and staff. Students who have chosen to keep their information private when registering are not listed.

Blackboard Course Management

[Blackboard](#) is a Web portal on the Internet that offers students easy access to course materials, university resources, and personal tools such as email. To use Blackboard, one must be a current student, faculty, or staff member at the University of Cincinnati and have a computer with Internet access and a Web browser. Blackboard is on the Web and is accessible anywhere in the world provided the user has a computer with Internet access and a Web browser.

Blackboard may also be accessed via links on the University of Cincinnati website. For instance, go to Current Students; Blackboard Course Management is then found under Educational Resources. To use Blackboard, one must first activate their account by using the “Please click here to activate your account!” link on the front page of Blackboard. Once the account activation form is submitted, the username and password required for access will be displayed. It is recommended to save these details. To change a password in Blackboard, log in to the account and click the “Change Password” link on the left side of the page.

The first page that is visible at log-on is called the “My UC” page. The student’s courses should appear on this page in the “My Courses” module on the right side of the screen. If a student’s course appears as “unavailable” on Blackboard, this means the instructor either does not plan to use Blackboard for the course, or has not yet made the course and its contents available to students.

Help

For help with using Blackboard, click the Help button located at the top of every page. This will link to frequently asked questions (FAQs) for students, references for students and instructors, and tutorials in using Blackboard. This site also includes course-building information for instructors, assessment and online grade book FAQs, and communication tools FAQs. For further assistance, email blackboard@uc.edu.

Checking Bearcat Online Email Using Blackboard

To access Bearcat Online email from Blackboard, click the Web Email link under the Tools heading on the left side of the screen. Each user must then enter his or her email username and email password to access his or her account. To obtain an Online Bearcat email account, see Bearcat Online Email Accounts above.

Computer Lab Information

[Computer labs](#) are provided for University of Cincinnati students, faculty, and staff. As noted, certain labs are for the use of students from specific programs or housing complexes. Users must have a valid UC ID/Student Identification Card. Hours of operation usually vary each quarter and should be verified with individual labs. Please check here for [hours and locations](#).

Computer Helpdesk and Telephone Technical Support

The [University of Cincinnati Office of Information Technologies](#) operates a walk-in helpdesk. This support area for students, faculty, and staff is located in the 24-hour lab in 630 Steger Student Life Center. Technical support can be reached at 556-4357.

LIBRARIES

The [University of Cincinnati Libraries](#) offer access to outstanding research collections of over 3 million volumes, over 40,000 periodical subscriptions, and thousands of full-text articles online, in addition to a wide range of services to help students with their research needs. Please see below for a complete library listing with contact information.

Students have access to the UC Libraries' online library catalog and information about resources and services by visiting <http://www.uc.edu/libraries>. Here students can also link to the web sites for each of UC's 14 libraries. In addition to providing access to resources at UC, the Libraries' web sites also serve as local gateways to OhioLINK, which includes a statewide library catalog of over 46 million items from 87 other academic libraries across Ohio, as well as over 7,000 electronic journals in the Electronic Journal Center, more than one hundred research databases, and over 2,000 educational films and documentaries from the Digital Media Center.

Each UC library is home to a knowledgeable staff eager to assist students with their research and service needs. Among the most important services provided by our staff are instruction in library research and computer software, assistance with the appropriate use of electronic resources, and help using our collections of books, periodicals, and multimedia resources. For more information about these instruction sessions, visit

<http://www.libraries.uc.edu/instruction/workshop/index.html> and

<http://www.aitl.uc.edu/reference/edutrain.cfm>. UC's libraries also offer study rooms, study carrels, computer labs, centers for the use of multimedia resources, and specialized services for the physically challenged. Langsam Library's 5th floor is home to UCit@Langsam, a 24/7 computer and study space.

Students are encouraged to visit or contact each of the libraries, or visit one of the libraries' web sites to familiarize themselves with the available resources and service. Hours of libraries vary. For the current quarter's [library hours](#), consult the University Libraries' web site.

APPLIED SCIENCE LIBRARY, COLLEGE OF 556-6594

2220 Victory Pkwy., Cincinnati, OH 45206-2839

ARCHIVES AND RARE BOOKS LIBRARY 556-1959

808 Blegen Library

CHEMISTRY BIOLOGY LIBRARY 556-1498

503 Rieveschl Hall

CLASSICS LIBRARY 556-1315

320 Blegen Library

CLERMONT COLLEGE LIBRARY 732-5233

4200 Clermont College Dr., Batavia, OH 45103-1785

COLLEGE-CONSERVATORY OF MUSIC LIBRARY 556-1970

417 Blegen Library

**COLLEGE OF EDUCATION, CRIMINAL JUSTICE, AND HUMAN SERVICES
LIBRARY 556-1430**

Teacher's College

DESIGN, ARCHITECTURE, ART, AND PLANNING LIBRARY 556-1335

5480 Aronoff Center for Design and Art

ENGINEERING LIBRARY 556-1550

850 Baldwin Hall

GEOLOGY-MATHEMATICS-PHYSICS LIBRARY 556-1582

240 Braunstein Hall

DONALD C. HARRISON HEALTH SCIENCES LIBRARY 558-5628

Medical Sciences Building*

Information 558-5628

Administration 558-5656

Cataloging & Collections 558-1019

Circulation 558-0127

Hours 558-5627

Instructional Technology Center 558-0451

Interlibrary Loan 558-0173

IT Customer Service 558-4173

Journals 558-0179

Reference 558-5628

Center for the History of the Health Professions 556-5120

* For the most up-to-date information on the library's move schedule, please visit this [site](#).

LANGSAM LIBRARY (CENTRAL LIBRARY), WALTER C.

Information 556-1424

Administrative Offices 556-1515

Circulation & Multimedia Services 556-1424

Elliston Poetry Room 556-1570

Hours (Recording) 556-5201

Interlibrary Loan 556-1461
Library Instruction
Reference Services 556-1888
Reserves (Circulation Services) 556-1424
Student Technology Resources Center 556-1980

MARX LAW LIBRARY 556-0163

College of Law

RAYMOND WALTERS COLLEGE LIBRARY 745-5710

9555 Plainfield Rd., Blue Ash, Oh 45236-0086

TELEPHONE DIRECTORY

Online Directory: Faculty/Staff, Departments, Students

- Faculty/Staff, Programs, and Departments
The full Faculty and Staff Directory is available [online](#) at Directory Services' homepage. Users may quick-search for a name, program, or department.
- Students
The Directory Services' home page contains the Student Directory. Students who wish to update or exclude their information from the online Student Directory should contact the Registrar's Office. Users may quick-search for a student name or, to access the complete Student Directory, select it from the pull-down menu at the top of the page. Student Directory listings include:
 - Academic listings: central administrative offices, program offices, and colleges of the university
 - General information including:
 - Academic calendar
 - Athletics
 - Computer labs
 - Libraries
 - Maps
 - Metro (local bus system)
 - Safety tips
 - University of Cincinnati facts at a glance

DIRECTORY ASSISTANCE

When on East (Medical Center) or West (Main) campus, dial "0" for campus directory assistance. When off-campus and calling the University, dial 556-6000. Directory assistance numbers for outlying campuses are as follows:

- Clermont College, 732-5200
- College of Applied Sciences, 556-6567

- Raymond Walters College, 745-5600

BEARCAT CAMPUS CARD

The [Bearcat Campus Card](#) is a debit card feature of the University of Cincinnati identification card (UCID). University of Cincinnati students, faculty, and staff members can use their IDs to purchase goods and services (such as photocopies, vending products, books, and food) on campus as well as in some off-campus restaurants and stores.

1. To open a Bearcat Campus Card account, obtain a university I.D. at the Public Safety offices located in Edwards IV, and sign up for the account [here](#) of at the Mainstreet Connection Center located in the main lobby of Tangeman University Center.
2. Make deposits online 24/7 through your Blackboard account at <http://www.blackboard.uc.edu>, in person at the Mainstreet Connection Center during business hours (cash, check, or credit card), or around campus at one of three Value Transfer Stations (cash only).

STUDENT GOVERNMENT AND STUDENT ACTIVITIES

Graduate Student Governance Association (GSGA)

The [Graduate Student Governance Association](#) (GSGA) is a university-wide organization comprised of graduate students from all areas of academia. The GSGA is the advocacy arm for graduate students at the University of Cincinnati. Graduate students from any program may form their own graduate student organization and may petition GSGA for membership. After acceptance, the individual graduate groups each elect representatives to the Graduate Student Assembly, which is the governing body of the GSGA. GSGA provides an information pool for events and university decisions involving graduate students. The university provides financial support for graduate students' projects and travel through the GSGA, where it is distributed to members on a competitive basis. Several academic and social events sponsored by the GSGA provide an environment for interaction among graduate students from different programs throughout the year. GSGA also serves as a means for graduate students to voice ideas and concerns about graduate education at both program and university levels.

The GSGA consists of an Executive Board and a General Body. The General Body consists of representatives from each graduate program on campus by program and/or college. The Executive Board is elected by members of the General Body. The GSGA office is located in 683 Steger Student Life Center (556-6101).

Those graduate programs with active organizations are listed below. Contact information on most graduate associations may be obtained by contacting the Graduate Student Governance Association at 556-6101, by visiting the GSGA website or by contacting the specific graduate program office.

Graduate Student Associations

The University offers many graduate student organizations. Those programs with active organizations are listed [here](#). Contact information on most graduate associations may be obtained by contacting the Graduate Student Governance Association at 556-6101 or by visiting the graduate program office's website.

Student Activities Board (SAB)

The [Student Activities Board](#) (SAB) works cooperatively with the GSGA to register, promote, and regulate University of Cincinnati student groups. All current student groups register with SAB each autumn quarter. Registration is open for new groups at the beginning of each quarter. SAB promotes student groups through the Student Activities Carnival in the fall, Activities Fair in the spring, Presidential Luncheons, the Activus booklet, and Student Group of the Quarter Award. SAB also regulates student groups through university policies and assists new student groups to achieve efficient organization. The SAB is located in Steger Student Life Center.

Directory of Student Groups: Activus Booklet

The Activus booklet published by the Student Activities Board provides a description of each of the currently registered student organizations at the University of Cincinnati. This book provides just a sampling of the wide variety of organizations that are available on campus. The booklet includes listings of academic, scholarship, college tribunal, athletic, recreational, cultural, service, residential hall, graduate student- oriented, and many other organizations. Names and addresses of officers and advisers for each group listed in Activus are available in the Office of Student Activities and Leadership Development (455 Steger Student Life Center) and at the MainStreet Connection Center located in the main lobby of Tangeman University Center.

Campus Ministries, Registered

Below is a list of registered campus ministries at the University of Cincinnati. For information on additional religious and cultural groups, reference the Activus booklet published by the [Student Activities Board](#) (located in 455 Steger Student Life Center) or local telephone directories.

Baptist Collegiate Ministry in Cincinnati (CMC)

phone: 281-6403

2715 Clifton Ave. 45220
Ken Dillard, Pastor
email: collegiateministry@compuserve.com
website: <http://www.collegiateministry.com>

Hillel Jewish Student Center

phone 221-6728
2615 Clifton Ave. 45220
Rabbi Abie Ingber, MAHL
email: email@hillelcincinnati.org
website: <http://www.hillelcincinnati.org>

Lutheran Campus Ministry

phone: 861-5444
Foundation of Greater Cincinnati
3007 Clifton Ave. 45220
website: <http://www.lcm-ucin.org>

St. Monica/St. George Parish Newman Center

phone: 381-6400
328 W. McMillan Ave. 45219
Fr. Al Hirt, OFM, Pastor
email: st.monica-st.george@fuse.net
website: <http://home.fuse.net/StMonica-StGeorge>

Wesley Foundation United Methodist Student Center

phone 861-2929
2717 Clifton Ave. 45220
Jean Smith, Director and Campus Minister
email: wesleyuc@cinci.rr.com
website: <http://www.wesleyuc.org>

ART GALLERIES

University of Cincinnati and its College of Design, Architecture, Art, and Planning (DAAP) hold many ongoing free art exhibitions and performances for the University community.

DAAP and other university-sponsored galleries include the following:

University Galleries on Sycamore

University Galleries on Sycamore presents the University of Cincinnati Fine Arts Collection in its first permanent exhibition venue in the history of the University. The gallery also hosts exhibitions of contemporary art and design, with emphasis on the work of DAAP students, faculty, and local and regional artists and designers. It serves as a laboratory for museum studies students wishing to hone

their curatorial skills.

Location: 628 Sycamore Street

Hours: Tuesday through Friday, 11 a.m. to 5 p.m. Saturday, 11 a.m. to 4 p.m.

Dorothy W. and C. Lawson Reed, Jr. Gallery

The Dorothy W. and C. Lawson Reed, Jr. Gallery hosts exhibitions that focus on the fields of study associated with the College of DAAP, with emphasis on current work in those disciplines brought in from outside the college to enrich the exposure of students to work produced elsewhere

Location: DAAP Complex, Room 527

Hours: Weekdays 10 a.m. to 5 p.m.

840 Gallery

Location: DAAP Complex, Room 4340

Hours: Weekdays 10 a.m. to 6 p.m.

Philip M. Meyers, Jr. Memorial Gallery

The Phillip M. Meyers Jr. Memorial Gallery is a venue for presenting the work of DAAP faculty and students to the university community, and hosts other exhibitions broadly reflecting the varied disciplines associated with the larger university community.

Location: Steger Student Life Center

Hours: Weekdays 10 a.m. to 5 p.m.

For more information about DAAP galleries, email daap.galleries@uc.edu.

For information on other local galleries, please visit [here](#).

COLLEGE-CONSERVATORY OF MUSIC PERFORMANCES

University of Cincinnati's [College-Conservatory of Music](#) (CCM) is recognized as one of the country's leading conservatories. CCM presents nearly 900 events a year, most of which are free and open to the public. Ticketed events are offered at discounted rates to university students. Information about current CCM offerings is available on the CCM [calendar](#) of events. Ticket sales for most performances are handled through the CCM Box Office in the CCM Atrium (556-4183).

BEARCAT SPORTS

Football, basketball, and baseball tickets are free with your student ID [online](#) and at the [Athletic Ticket Office](#) (556-2287) on the first floor of the Richard E. Linder Center of Varsity Village. Students are encouraged to show up early to obtain tickets.

RECREATIONAL FACILITIES AND ACTIVITIES

UC's [Campus Recreation Center](#) provides university students, employees, and friends of the university a wide range of exercise and fitness opportunities in a state-of-the-art-facility. A University of Cincinnati ID is required for admittance. The Campus Recreation Center also offers daily [quest passes](#) that can be purchased at the Recreation Center. The Recreation Center's [website](#) offers further information about the facilities, programs, and services offered.

The CRC offers one-on-one fitness center orientations for all members. This introduction stresses the function, use, safety, and care of all aerobic and exercise equipment within the fitness area of the CRC. Fitness center employees work with each member to identify the member's level of fitness, workout interests, and goals and then personalize the orientation to those needs and goals. Orientations are led by a University of Cincinnati certified personal trainer or a fitness floor coordinator.

Group Fitness

Classes are offered on a quarterly basis for University of Cincinnati students. Classes are held in the Campus Recreation Center throughout the day and evening. Offerings include, but are not limited to, yoga, Pilates, hip hop dance, cardio kick fit, guts and butts, step, etc. Call 556-0604 for more information.

Intramural Sports

Intramural sports are open to all University of Cincinnati students and employees. These sports involve league or tournament play. Most activities are grouped for competition in one of four divisions: residence hall, Greek, independent, and employee. Coed leagues and tournaments are offered for some sports. Rules and entry forms are available at the Campus Recreation Center. Sports offered vary by quarter and include flag football, volleyball, basketball, soccer, and softball. Call 556-4386 for more information.

DIVISION OF STUDENT AFFAIRS AND SERVICES

Student Services

Career Development Center

The [Career Development Center](#) (CDC) offers career planning assistance and employment referral services to University of Cincinnati students. Career fairs, job search skills development, walk-in advising, professional development classes, interviewing workshops, resume assistance, and access to career resources are among the ongoing services provided. CDC is located on the 1st floor of University Pavilion in the Student Success Center — just one floor below One-Stop. For more information, please call CDC at 556-3471.

Center for Community Engagement

The [Center for Community Engagement](#) provides community service (volunteer work) and leadership opportunities to students. It is located at 2639 Clifton Ave., Stratford Heights (556-1559).

Counseling Center

The [Counseling Center](#) is a professional counseling office within [Student Affairs and Services](#). It provides counseling, outreach programs, and related services for UC students and those concerned about their welfare. It helps students address and resolve personal issues so that they can make the most of their educational opportunities at the university. The Counseling Center is located at 316 Dyer Hall. For more information, please call 556-0648.

Disability Services

[Disability Services](#) is dedicated to empowering students with disabilities through the delivery of reasonable accommodations and support services while educating the UC community to see beyond disabilities to the richness of inclusion. The office provides assistance and accommodations for students with all types of disabilities. Students may be eligible for note takers, tutors, interpreters, extended testing time, scribes, readers, tape recorders, communication aids, and other services as needed. The Office of Disability Services is also an information and resource center for university students, faculty, and staff who have disability related concerns or questions. Disability Services is located in 210 University Pavilion. For more information, please call 556-6823, TTY 556-3277 or [email](#).

Testing Services

[Testing Services](#) offers a secure and comfortable environment that includes a computer testing lab with nine stations, a paper/pencil facility, and four computer stations dedicated to placement and internet-based exams. Testing Services strives to meet the needs of UC students, prospective students, alumni, and the greater Cincinnati community by providing an array of services, including the administration of exams such as the:

- ACT Residual (American College Testing)
- GRE (Graduate Record Exam)
- Praxis I (Reading, Writing, and Math placement exams for entrance into teaching programs)
- Praxis II (Teaching Licensing Certification Exams)
- NBPTS (National Board for Professional Teaching Standards)
- TOEFL (Test of English as a Foreign Language)
- LSAT (Law School Admission Test)
- MCAT (Medical College Admission Test)
- CLEP (College Level Examination Program)

Testing Services is located in 100 University Pavilion. For more information, please call the office at 556-7173 or [email](#).

Student Life

The [Office of Student Life](#) offers programs, activities, and services for students. Student Life maintains a liaison relationship with the [University of Cincinnati Wellness Center](#) and the Campus Ministry Association. Student Life has the following eight offices:

African American Cultural and Research Center

The [African American Cultural and Research Center](#) supports the mission of the University by recruiting, retaining, encouraging the successful matriculation and enhancing the growth and development of students at the University of Cincinnati. However, the Center's major focus is to address the academic, social, spiritual and cultural needs of the African American student population. The African American Cultural and Research Center is located on the 1st Floor of the Sanders Complex. For more information on the AACRC's programs and resources, please contact the AACRC at 556-1177 or email [Eric Abercrombie](#).

Bearcat Bands

[UC Bearcat Bands](#) is located in 2100 Rockwern Band Center at the intersection of West Corry and Dennis Streets. It offers a chance for non-music majors as well as music majors to play in a band at the University. The organization is expressed in the plural (Bands) because the band itself takes on several different forms depending on the quarter of the school year. For more information, please contact this office by sending an email to information@ucband.uc.edu or by calling at 556-BAND.

Childcare Center

The [UC Child Care Center](#), Inc. serves the University of Cincinnati and the greater Cincinnati community as a primary leader of early childhood education. The talented and professional staff of the Center delivers an accredited, developmentally appropriate, and nurturing program designed to enrich the lives of young children and their families. All services are provided in a safe, diverse and family centered environment. UC Child Care Center offers affordable child care and education for children of UC students, faculty, staff and the at-large community as well as scholarships availability for low income student parents. The UC Childcare Center is located at 3310 Ruther Ave. For more information, please call 961-2825 or email [Sally Wehby](#).

Ethnic Programs and Services

The [Office of Ethnic Programs and Services](#) (EPS) supports the mission of the University of Cincinnati by enhancing the growth and development of students of color and addressing the academic, social, spiritual, and cultural needs of the campus community. Ethnic Programs and Services is located at 555 Steger Student Life Center. For more information on the office's programs and services, please contact EPS at 556-6008 or email [Eric Abercrombie](#).

Office of University Judicial Affairs

The mission of the [Office of University Judicial Affairs](#) is to support the mission of the University of Cincinnati, through the implementation of the [Student Code of Conduct](#) (the university code of behavior), educational programs/sanctions, interventional programs and a due process judicial system. The Office of Judicial Affairs is committed to promoting a safe, orderly, civil, and just community by utilizing the *Student Code of Conduct* in holding students accountable for decisions and behavior impacting the university community. The Office of University Judicial Affairs is located at 745 Steger Student Life Center. For more information on the office's services, please contact Judicial Affairs at 556-6814 or email [Daniel Cummins](#).

Resident Education and Development

[Resident Education and Development](#) provides a safe living environment that is conducive to learning and personal development. It collaborates with students, staff, and faculty to promote student success and enhance the University experience. It honors diversity and strive to build respectful communities where responsible citizenship is practiced. Resident Education and Development is located on the 4th Floor of Dabney Hall. For more information about the office's services, please contact 556-6476 or email [Dawn Wilson](#).

Student Activities and Leadership Development

The mission of [Student Activities and Leadership Development](#) is to promote and guide purposeful student involvement in campus events and programming, club sports, diversity education, fraternity and sorority life, leadership development, student government and student organizations. Within the framework of UC|21, this office enhances the University academic experience through co-curricular engagement opportunities which contribute to students' educational mission, personal growth, and global understanding. The office of Student Activities and Leadership Development is located at 455 Steger Student Life Center. For more information on this office's programs, please call at 556-6115 or email [Stacy Downing](#).

UC Women's Center

The [UC Women's Center](#) is dedicated to meeting the diverse needs and interests of women and LGBTQ students at the University of Cincinnati. We strive to identify and respond to student-driven concerns and are committed to action which benefits women. The UC Women's Center is located at 571 Steger Student Life Center. For more information on this center's resources and programs, please contact at 556-4401 or email [Barb Rinto](#).

OTHER STUDENT SERVICES

Ombuds Office

The [Ombuds Office](#) responds to the concerns of University of Cincinnati students, faculty, and staff. Ombudsmen investigate complaints, refer problems to other university offices, and offer mediation and conflict resolution services. The Ombuds Office strives to cut through bureaucratic red tape in order to solve problems confidentially and promptly. The office is located at 607 Swift Hall (556-5956).

Parking Services

[Parking Services](#) maintains the parking facilities and sells parking passes to students, faculty, and staff. Students are encouraged to purchase their parking passes as early as possible for best selection. Parking may be purchased via the Web or in person at:

Parking Services
Four Edwards Center
Cincinnati, OH 45221-0624
Phone: 556-2283

Police

The University of Cincinnati [University of Cincinnati Police Division](#) is a full-time, 24/7 law enforcement unit that provides campus safety services and crime prevention. They also work cooperatively with the Cincinnati police to help create a safe, secure environment in the surrounding community. Other services include lost and found reporting and crime statistic documentation. Police main headquarters are at Three Edwards Center, 51 West Corry Street, Cincinnati, Ohio 45221-0215. Non-emergencies phone numbers are 556-1111 (West Campus) or 558-1111 (East Campus).

For emergencies dial 911 or 556-3911.

UC International Services

The UC [International Services](#) office supports the needs of international students at the University of Cincinnati. The office assists international students in understanding the rules, regulations, and procedures that must be followed during their stay in the U.S. and provides support services and cultural information to students. International Services is located in Suite 3134, One Edwards Center (556-4278), www.uc.edu/international/services.

University of Cincinnati Student Health Insurance Office

All students enrolled in six or more credit hours at the University of Cincinnati, with the exception of high school students and distance learners, are required to have health insurance. The University will automatically enroll students in the plan unless they complete and submit an insurance waiver form showing they have coverage equal to or greater than that offered. Waiver forms are available through the [Student Health Insurance Office](#) or they may waive online through [Onestop Student Services](#).

The fee is assessed each term students are registered for classes. Please visit [here](#) for information on the Graduate Student Health Insurance award for graduate assistants and fellows. Dependents are no longer covered by University of Cincinnati student health insurance.

University Health Services

[University Health Services](#) (UHS) provides primary care to all registered University of Cincinnati students. Primary care is prepaid for students under the University of Cincinnati Student Health Insurance Program (SHI). UHS has no providership agreements with any other insurance company; therefore, students with private insurance will be responsible for any charges not paid by their specific health plan. In addition to primary care, on site specialty care is available for Women's Health, dermatology, sports medicine, and mental health. Other services available include: laboratory, pharmacy, and x-ray services; allergy injections; international travel evaluations; dental and vision services; and physical therapy. A doctor is on call to advise students should an emergency arise after hours. All physicians are board certified.

University Health Services – West campus

Lindner Athletic Center, 3rd floor

Phone: 513-556-2564

Fax: 513-556-1337

Hours: 8:30 a.m.-4:30 p.m. on Monday, Tuesday, Thursday and Friday; 9:30 a.m.-4:30 p.m. on Wednesday

University Health Services – East campus

Holmes, 1st floor

Phone: 513-584-4457

Fax: 513-584-2222

Hours: 8:00 a.m.-4:30 p.m., Monday-Friday

Graduate students who are registered for less than six credit hours are eligible providing they meet the following criteria:

1. be registered for at least one graduate credit hour each term for which they desire coverage (the credit hour must be toward the student's degree and the student must be matriculated into a program)
2. submit an Insurance Enrollment Form to the Student Health Insurance Office to be received no later than the enrollment deadline
3. submit a graduate certification form stating they have matriculated into a program and actively working towards their degree
4. submit premium payment by the scheduled deadline

Students may obtain further information from the Student Health Insurance Office here:

Student Health Insurance Office
Lindner Athletic Center, 3rd floor
Phone: 513-556-6868
Fax: 513-556-6655
Hours: 8:30 a.m.-4:30 p.m., Monday-Friday
Website: <http://www.uc.edu/uhs/>

RETAIL SERVICES

Automated Teller Machines

There are several [money stations](#) located across uptown campus sponsored by a variety of local and national banks.

University of Cincinnati Bookstores

The [UC Bookstores](#) have locations on all five university campuses, and include a second store on the Main Campus in the DAAP building that specializes in art supplies. Each store offers a variety of goods and services for academic and personal needs. The bookstores offer the following types of merchandise and services:

- the entire requested selection of new and used textbooks in stores as well as online;
- University of Cincinnati insignia clothing and gifts, also available online;
- trade and reference books, including bestsellers, classics, new releases, children's books, and magazines with local authors' works also offered online;
- next-day film developing in the Main, Medical, and Raymond Walters campus stores;
- notary public services in the main store (by appointment);
- services such as ATM, FAX, and check cashing in the main store;

- gifts, greeting cards, stationary, picture frames, and a Clinique cosmetic department.

The bookstores accept the Bearcat Campus Card and provide a discount to all Graduate Assistants, faculty, and University staff members. For more information contact the Main Campus Bookstore at 556-1700 or [email](#).

Business on Main, Communications Services, Printing Services, UPS Shipping

Business on Main is housed at Steger Student Life Center, and it provides students, faculty and staff with computers, software, and shipping services. Business on Main offers software and hardware at low, student-friendly prices. This special pricing includes the Microsoft licensing program enabling students to purchase the media to use Microsoft Office XP, Windows XP Operating System, and other college software requirements. Business on Main can be contacted at 556-2679.

Communications Services main office is located in the Health Professions Building at 3233 Eden Avenue and can be contacted at 558-6111. It provides such services as:

- **Art and Design**: 558-0161
- **Duplicating**: 511E Dyer Hall (West Campus -Copy Center) (556-2099); 6051 Medical Sciences Building (East Campus) (558-2680); G-44 Health Professions Building (558-8767)
- **Photography**: 558-1008
- **Video**: 558-5681

Communications Services provides copy and finishing services to the University of Cincinnati community. Only checks and credit cards are accepted for payment.

Printing Services is a full service copy center with an office at 007 McMicken Hall. Services include duplicating in black and white and full color, cutting, laminating, photo quality printing from your digital camera, and fax services. Business cards, announcements, T-shirts, posters, banners, labels, and mailing supplies are just some of the items that are available. Students, faculty and staff can even send files to print at Business on Main from home! [Send files](#) to Printing Services along with printing instructions and pick them up when you get to campus. Printing Services can also print color or black and white files created on a Macintosh or PC. Printing Services can be contacted at 556-3325.

UPS shipping services are available at Business on Main and all orders are picked up by 3:30 pm Monday through Friday. Postage stamps in all denominations can also be purchased.

HOUSING

Graduate students can use an interactive web site that allows users to post and search for housing and/or roommate needs. UC's [Off-Campus Housing Needs](#) site is the place to find answers to these questions and more.

Affiliated Housing

Located on the perimeter of campus, affiliated housing puts the student just a short walk away from all campus facilities and events. Students are welcome to investigate the housing available at:

[University Park Apartments](#) (located on Calhoun Street, just south of campus)

[Stratford Heights Apartments](#) (located on Clifton Avenue, just west of campus)

[Bellevue Gardens](#) (located on Martin Luther King, just south of the medical campus)

Off-Campus Housing

Many graduate students choose to live in the "Gaslight District" near Ludlow Avenue on the northwest side of campus. This quaint area, about 15 walking minutes from campus, offers coffee shops, great ethnic restaurants, the Esquire movie theater and two Cincinnati favorites, Graeter's Ice Cream and Skyline Chili. If you decide to live in the Gaslight District, expect to pay more than if you live on the other sides of campus. And don't forget, you will have to walk up a fairly challenging hill to get to your classes.

If you are looking to spend less, try the west side of campus behind "frat-row." You will find several nice, old houses that have been converted into affordable living spaces. If the noise during fall and spring rush weeks would not bother you, odds are you will find a great place there to call home.

Off-Campus housing listings, including rentals and roommates wanted, are available for the UC area from UC's [Off-Campus Housing Needs](#) site, [Apartment Frog](#), [City Beat](#) and [Cincinnati.com](#) (linked to local newspaper [The Cincinnati Enquirer](#)).

International graduate students and students with families in need of further information should refer to Housing and Food Services website at uchousing@uc.edu.

TRANSPORTATION

Campus Shuttle (BTS)

The [Campus Transit System and Bearcat Transportation System](#) (CTS & BTS) serves as a free transit and safety service for the students, faculty and staff at the

University of Cincinnati. The CTS provides on-campus shuttle service, and the BTS provides shuttle service to various surrounding off-campus locations. A valid UC ID is required to ride the BTS. For more information including shuttle schedule, please click on the above link.

UC*Metro Program

UC and Metro (Cincinnati's public transportation bus system) have teamed up to create the [UC*Metro](#) program that provides all UC students and staff with free rides on Metro and Access to most metro bus routes.

UC students, faculty and staff at all UC campuses:

- Just show your valid UC ID on Metro and ride free
- Ride free anywhere, anytime, on any Metro route
- Save money and the environment
- Not valid on special services like Bengals, Riverfest, Oktoberfest
- Ride Access with valid UC ID and tickets available from Disability Services Office (Access-eligible riders with disabilities only)
- The UC*Metro Program is funded by the University of Cincinnati and UC Student Government

CAMPUS DINING OPTIONS

On-campus dining options for students include [brand-name fast food facilities](#), [sit-down service](#), and award-winning marchè style [dining centers](#). Additionally, there are four cafés located throughout campus. Students in health-related fields often take their meals in the hospital cafeterias or at nearby [Kingsgate Conference Center](#), [Campus View Café](#) (in University Hall), or [Wall Street Deli](#) (in the Holmes Building). For more information, please visit [Food Services](#).

Campus Food Services

Variety abounds with on campus dining opportunities that include everything from award winning buffet-style dining centers, casual dining at Mick & Mack's to grab & go options from popular Main Street and college café eateries.

Please visit our web site for location and menu information. www.uc.edu/food

Dining Centers

MarketPointe @ Siddall

Located near Siddall Residence Hall

CenterCourt & Stadium View Café

Located in the Campus Recreation Center complex

TUC & MainStreet

Catskeller Game Room & Sports Lounge
Gold Star Chili
Freshen's Smoothie Company
Mick & Mack's Contemporary Café
Jump Asian Express Cuisine
Quick Mick's
Pizza Hut
Starbucks
Subway
Wendy's Old Fashioned Hamburgers
Zia's Juice

College Cafés

Campus View Café at University Hall
CCM Café at College-Conservatory of Music
COB Café at College of Business
DAAP Café at College of Design, Art, Architecture and Planning
CAS Café at College of Applied Sciences

Near Campus

Dining options are also plentiful near campus and feature an array of ethnic cuisines. Please visit our Bearcat Card's web site www.uc.edu/bearcatcard and see the host of eateries accepting the Bearcat Campus Card.

CAMPUS MAPS

Maps of East and West Campuses as well as driving directions, bus/shuttle information, and visitor's information can be found [here](#).

West Campus:

<http://www.uc.edu/architect/documents/Logistics/logisticscolor.pdf>

East Campus:

http://www.uc.edu/architect/documents/Logistics/logisticsbw_east.pdf

AAUP CONTRACT

COLLECTIVE BARGAINING AGREEMENT

between

UNIVERSITY OF CINCINNATI

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

UNIVERSITY OF CINCINNATI CHAPTER

Effective Date: September 1, 2007

Expiration Date: June 30, 2010

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PREAMBLE

This Agreement between the Board and the AAUP is intended:

- (1) To define, clearly and concisely, the rights and obligations of the Administration and Faculty Members;
- (2) To improve the quality of the University's programs in teaching, research, and public service;
- (3) To assure fair and reasonable conditions of employment and dispute resolution procedures; and
- (4) To provide for the participation of the Faculty and Administration in the continuing effort to improve the University's quality, efficiency, and responsiveness.

ARTICLE 1

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

- 1.1** The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for employees in the following classifications:
 - 1.1.1** All Faculty Members and Librarians holding unqualified titles of Professor, Associate Professor, Assistant Professor, and Instructor, Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian and Senior Librarian;
 - 1.1.2** All full-time Faculty in the College of Medicine, except those classified as affiliated, visiting, volunteer, or geographic full-time;
 - 1.1.3** All persons appointed full-time on an academic year or annual basis who hold qualified Faculty titles including those in field service, clinical, or research series;
 - 1.1.4** All persons appointed on an academic year or annual basis who hold adjunct or other part-time titles whose position is 65% or more of a full-time Faculty position;

- 1.1.5** Assistants to the Dean who meet the 65% or more of a full-time Faculty position requirement, Heads, Directors, Chairpersons and Coordinators of Departments, and Division Heads.
- 1.2** Excluded from the Bargaining Unit are:
- 1.2.1** Persons who hold Faculty titles or ranks in the Reserve Officers Training Corps or the Tanners Research Council;
- 1.2.2** Persons in the College of Medicine who: are part-time Faculty, or are Faculty classified as geographic full-time, or any academic unit head who is the chief executive officer of an outside corporation which is affiliated with the University;
- 1.2.3** Administrators at the level of Assistant Dean and above (e.g., Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President, Associate Vice President, Vice President, President), even if they hold regular academic ranks or titles;
- 1.2.4** All visiting Faculty, volunteer Faculty, and affiliated Faculty, whether full or part-time.
- 1.3** Within fifteen (15) days following the beginning date of each quarter of the academic year, the AAUP may review the Personnel Action Forms for all new part-time Faculty upon written request to the University Contract Administrator.

ARTICLE 2 ACADEMIC FREEDOM

- 2.1** Institutions for higher education exist for the common good in a democratic society. The welfare and strength of the University and of society at large depend on free inquiry and its free expression. Academic freedom is based upon the premise that scholars are entitled to immunity from coercion in matters of thought and expression, and on the belief that the mission of the University can be performed in an atmosphere free from administrative or political constraints on thought and expression. Thus, academic freedom is essential for the maintenance of vital democratic institutions and of an informed and energized citizenry. The University of Cincinnati

and the AAUP reaffirm their long tradition of and deep commitment to academic freedom.

2.2 Academic freedom applies to freedom of thought and expression in teaching, research, and extramural activities. Freedom in research is fundamental to the advancement of free inquiry. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom is also essential to protect the rights of Faculty Members freely to discuss and debate all ideas, however controversial or unpopular, before the broader community. The right of academic freedom shall be the right of every Faculty Member. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research in all aspects of University life.

2.3 The University shall also continue to recognize that all Faculty Members are citizens and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty Members shall be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.

ARTICLE 3

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

3.1 The AAUP and the University recognize the following:

3.1.1 That in the practice of their profession, Faculty Members' principal academic functions are teaching, discovering, creating, and reporting knowledge.

3.1.2 That in the practice of their profession, Librarians select, acquire, and provide access to scholarly information according to the duties and responsibilities contained in their individual job descriptions. As part of their professional

responsibilities they may also participate in teaching, discovering, creating, and reporting knowledge.

- 3.1.3** That in order to carry out these functions, special protections are acknowledged to be essential by the parties to this agreement. These protections are known as academic freedom and tenure.
- 3.2** The general statements which follow take as their source and guide the "1940 Statement on Academic Freedom and Tenure" and the "1987 Statement on Professional Ethics" found in the *Policy Documents and Reports of the AAUP* (the Redbook).
- 3.3** The primary justification for academic freedom is service to society's need for independent criticism and advice and a continual flow of new ideas vital in a democracy. The creation of knowledge is inherently threatening to the established order. Academic tenure, therefore, is vital to the nurturance of new ideas and new knowledge. Tenure is the bulwark against the application of economic and political power in limitation of the topics of inquiry and the publication of results.
- 3.4** Academic tenure, therefore, entails significant responsibilities: to enlarge the common body of knowledge; to raise hard questions; to take unpopular positions; and to accept intellectual risks. The real freedoms associated with inquiry and expression, however, are always bounded by the responsibilities associated with those freedoms.
- 3.5** Members of the academic community, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed on them. Their primary responsibility to their subject is to seek and to state truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- 3.6** As teachers, Faculty Members and Librarians encourage the free pursuit of learning in their students. They hold before students the best scholarly standards of their discipline. They demonstrate

respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. To that end, their responsibilities as teachers are not confined to formal instructional settings but also include accessibility to and engagement with students outside the classroom. Accessibility of Faculty Members includes posting and keeping of office hours convenient to students and availability by appointment. Faculty and Librarians make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

- 3.7** As colleagues, members of the academic community have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues.
- 3.8** As principals of an academic community, Faculty Members and Librarians accept that active participation in the governance in their academic units, colleges, and the University cannot always be coterminous with their teaching responsibilities. Active participation in governance and academic planning is expected and necessitates a commitment to joint efforts with colleagues (e.g., Faculty meetings, planning retreats, Faculty workshops, Faculty Senate, AAUP, and University governance activity) that extend throughout the academic year.
- 3.9** As members of their institution, Faculty Members and Librarians seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their rights to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities to it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

- 3.10** As members of their community, Faculty Members and Librarians have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- 3.11** The responsibilities of members of the academic community encompass many professional functions appropriate to their varied roles. The responsibilities of individual Faculty Members and Librarians will vary depending upon the specific areas of activity in which they are engaged. It is recognized that the protections afforded by academic freedom are not to be taken lightly. Academic freedom protects Faculty Members and Librarians in refusing to accept specific responsibilities they find morally, politically, or intellectually reprehensible; but, this does not imply that the safeguards of academic freedom may be used on unprincipled grounds.

ARTICLE 4

NON-DISCRIMINATION

- 4.1** The University will not discriminate or tolerate discrimination against any Bargaining Unit member or applicant in matters of wages, hours, terms and other conditions of employment on the basis of sexual orientation or any characteristic prohibited by Federal or Ohio law.
- 4.2** The University will not tolerate any form of sexual harassment.
- 4.3** The University and the AAUP will not discriminate against any Bargaining Unit member for any activities for or against the AAUP or for membership or lack thereof in the AAUP.
- 4.4** No person shall be employed or promoted to a position within the Bargaining Unit if the result would be that an academic unit head and a member of his or her immediate family (*i.e.*, spouse, child,

parent, brother, sister) would be members of the same unit except upon the recommendation of a majority of the members of the unit, subject to the approval of the Provost.

ARTICLE 5

AFFIRMATIVE ACTION

- 5.1** Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies. Faculty Members and Librarians have a shared responsibility and commitment to promote a nondiscriminatory University environment.
- 5.2** In order to facilitate the creation and implementation of such policies, the Administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The Committee shall have the opportunity to make recommendations to the President or the President's representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the Committee desires to have a meeting on the matter, the President or the President's representative shall meet with the Committee and respond to the Committee's recommendations if requested to do so by the chairperson of the Committee. Copies of current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.
- 5.3** On or before October 15 of each year of this Agreement, the Affirmative Action Office and/or the appropriate Provost shall distribute to each college dean, library administrator, academic unit head, and to the AAUP copies of the current affirmative action employment policies, procedures, and guidelines. The staff of the Affirmative Action Office and other designated affirmative action coordinators shall be available upon request to assist Faculty Members and Librarians in ensuring compliance with University affirmative action policies and procedures.
- 5.4** A copy of the annual Affirmative Action Report, submitted to the Department of Labor, shall be sent to the AAUP upon written request to the University Contract Administrator.

ARTICLE 6

APPOINTMENTS

6.1 Initial Appointment of Faculty

- 6.1.1** In tenure track and qualified appointments the title advertised and assigned to a Faculty position must match the duties and responsibilities to be performed as specified in the detailed description of that position.
- 6.1.2** The appointment of a Faculty Member to an academic unit shall normally be based on a recommendation initiated within and approved by the Faculty of that academic unit using procedures developed within the academic unit. In unusual circumstances, the Dean may initiate an appointment after explanation to and consultation with the academic unit Faculty and allowing them the opportunity to consider other candidates. Any person without Faculty status at an administrative level of Assistant Dean or higher may be subsequently appointed to Faculty status upon the approval of the Faculty of the academic unit.
- 6.1.3** When the Dean and the academic unit cannot agree on an appointment recommendation, the Provost, at the request of the Dean or the academic unit and after consultation with the academic unit, shall name a committee to resolve the dispute. The committee shall consist of one (1) member of the Faculty elected from the academic unit involved, one (1) member of the Faculty from a related discipline, selected by the academic unit Faculty involved, one (1) member of the Faculty from a related discipline, selected by the Provost, and two (2) persons of recognized stature in the discipline of the academic unit involved, selected by the Provost after consultation with the unit.
- 6.1.4** Faculty appointments normally start at the beginning of the academic year. An appointment made between September 1 and December 31 shall be considered for academic leave and tenure purposes, as commencing on September 1 of that year; an appointment made on or after January 1 shall be considered for these purposes as commencing on the following September 1.

- 6.1.5** Should a tenure-track position be created or become vacant, if the tenure-track position is subject to a full search, any non-tenure faculty member currently employed at the University who applies and meets the qualifications will, except for special circumstances, be granted an interview.

6.2 Unqualified Faculty Titles

- 6.2.1** All tenure track Faculty appointments shall be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor; and for Library Faculty: Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, or Beginning Librarian.

- 6.2.1.1** Professors shall be appointed on indefinite tenure to retirement, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three-year term shall be accompanied by a grant of indefinite tenure.

- 6.2.1.2** Associate Professors initially shall be appointed for a term of three or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five-year or a second three-year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of an appointment term. Individuals promoted to Associate Professor prior to tenure review may be reappointed to a term of appropriate length to complete the full seven (7) year probationary period.

- 6.2.1.3** Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years. Except for special circumstances, persons initially appointed as Assistant Professor shall not be

eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for indefinite tenure at the rank of Assistant Professor.

- 6.2.1.4** Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.
- 6.2.1.5** Senior Librarians initially shall be appointed with tenure unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Senior Librarian at the expiration of an initial three-year term shall be accompanied by a grant of tenure.
- 6.2.1.6** Associate Senior Librarians initially shall be appointed for a term of three or five years unless granted indefinite tenure upon recommendation of the Librarians' Reappointment, Promotion, and Tenure Committee. The reappointment of an Associate Senior Librarian at the expiration of an initial five-year or second three-year term shall be accompanied by a grant of tenure. Tenure also may be granted prior to the expiration of a term appointment. Promotions to the rank of Associate Senior Librarian or above shall be accompanied by a grant of tenure.
- 6.2.1.7** Associate Librarians initially shall be appointed for a term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall be accompanied by a grant of tenure.
- 6.2.1.8** Assistant Librarians initially shall be appointed for a term of either one, two, or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain tenure

at the rank of Assistant Librarian.

- 6.2.1.9** Beginning Librarians initially shall be appointed for a term of one, two, or three years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain tenure at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to tenure.
- 6.2.2** In the letter offering initial appointment, notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions shall in each case be given in writing to the appointee by the Dean or Administrator. No credit for previous service may be granted toward the probationary period without the prior written approval of the Dean and the Provost as specified in the appointment letter. Such credit, if granted, is irrevocable. For all appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment.
- 6.2.3** In unusual or special circumstances, persons initially appointed as Assistant Professor may be promoted to Associate Professor with appointment terms of two, three, or four years.
- 6.2.6** Librarians may apply in writing for a ten (10) month appointment [two (2) months leave without pay] by March 1 of the preceding academic year. The appropriate administrator shall render a decision by June 1.
- 6.2.7** A Faculty Member who accepts an appointment elsewhere shall promptly give notice to the Dean or administrator. If the resignation is effective at the end of the academic year, notice should be given no later than May 15. The Dean or administrator may waive this requirement for emergencies, and the Faculty Member should conform to that decision. A Librarian should give written notice at least thirty (30) days prior to leaving the employ of the University. This paragraph shall not apply to a Faculty Member who has received notice of termination pursuant to Article 28, or to Article 29

of this Agreement.

6.2.8 There shall be no tenure quotas in any college or academic unit or in the University as a whole.

6.3 Termination of a Faculty Member. After probation, a Faculty Member must be terminated or granted indefinite tenure. Tenure is achieved only by grant of the Board and only in accordance with Article 7. Termination of an appointment with tenure, or of a probationary or qualified title appointment before the end of the specified term shall occur only for adequate cause (see Article 9) except in the case of retirement or because of financial exigency declared by the Board, pursuant to Article 28 or because of elimination of a program, academic unit, college, or library, pursuant to Article 29.

6.4 Qualified Faculty Titles

6.4.1 Qualified Faculty titles are titles in the Field Service, Adjunct, Research, and Clinical series. Faculty Members with qualified titles do not have the right to request a review for tenure.

6.4.2 Persons appointed by the University in connection with special grants or for other projects limited in time may only receive qualified titles.

6.4.3 The Dean or administrator shall notify each person appointed to a qualified title that the appointee does not have the right to be reviewed for tenure, of the terms of the appointment, and of any conditions for reappointment or promotion. This Article does not restrict the right of the Board to grant tenure to any person whose value to the University merits that action.

6.5 Initial Appointment of Library Faculty

6.5.1 Job descriptions for each new position within the library jurisdiction shall be written by the appropriate Library Administrator and sent to the Librarians' RPT Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the

position will be recruited.

6.5.2 The selection and initial appointment of Librarians shall be based on the recommendation of search committees. Such committees shall consist of the following: the immediate supervisor of the position to be filled and two Librarians, whenever possible elected by the Librarians of the appropriate library jurisdiction using procedures developed by the Librarians of the library jurisdiction. Whenever a library jurisdiction has fewer than the requisite number of Librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of Librarians in the Bargaining Unit according to procedures developed by Librarians in the Bargaining Unit.

6.5.2.1 In those instances in which the position to be filled reports directly to a Library Administrator, the administrator may designate another person to serve on the search committee in the place of the Library Administrator.

6.5.2.2 When appropriate, up to three (3) individuals in the University community, one or more of whom may be a member of the library support staff, may be appointed by the Library Administrator to serve on the search committee.

6.5.2.3 Search committees shall elect their own chairs.

6.5.3 In those instances in which a search committee and the Library Administrator cannot agree on the appointment recommendations, the matter shall be referred to the search committee either for reconsideration or for a further search and recommendation.

6.5.4 Normally, initial appointments of Librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian rank. The rank of initial appointment shall be based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

6.5.5 Assignment of a Librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the Librarian. The satisfactory performance of job responsibilities shall be the primary requirement for the advancement of Librarians to a higher rank. In addition, Librarians seeking promotion should also demonstrate scholarly and service accomplishments appropriate to the level of advancement.

6.6 Changes in a Librarian's Job Description. When considering changes in a Librarian's job description, the Library Administrator will continue the practice of consulting the incumbent in a position and all other appropriate supervisors. Consultation will address workload and additional compensation where appropriate. Consultation means participation at least 30 days prior to the decision being made.

ARTICLE 7

REAPPOINTMENT, PROMOTION, AND TENURE ("RPT")

7.1 Shared Responsibility.

7.1.1 Evaluation meetings. Within three months of a new Faculty Member's appointment and annually thereafter, the appropriate academic unit head shall meet with each non-tenured Faculty Member to review the Faculty Member's prospective and actual performance, plans for continued professional growth, and RPT criteria and procedures. The academic unit head and the Faculty Member share responsibility for these meetings.

7.1.2 Summary statement. Each meeting shall conclude with joint preparation of a written summary of the discussion. Either party may submit in writing any differing opinions about the content of the summary statement that shall become part of the summary statement. The summary statement shall be part of the personnel file maintained by each academic unit and a copy of the statement shall be given to the Faculty Member.

- 7.1.3 Delegation.** If necessary, the academic unit head, with approval of the Dean, may delegate these duties appropriately; however, final responsibility shall remain with the academic unit head.

7.2 Board Authority

- 7.2.1** The granting of tenure or promotion to the rank of Professor as set forth in Article 6 shall be determined by the Board upon recommendation of the President after the recommendations set forth in this Agreement have been made. All other promotions, initial appointments and reappointment decisions shall be made by the President after the recommendations set forth in this Agreement have been made. Any person (excluding Instructors, Beginning or Assistant Librarians) promoted to a higher rank shall receive indefinite tenure in the higher rank unless otherwise provided in the terms of the promotion. Reappointment, promotion, or tenure cannot be awarded on the basis of a clerical error.

7.3 Layered Responsibilities for Review

- 7.3.1** RPT recommendations and the length of each reappointment shall be initiated by the academic unit based upon criteria and procedures developed by the members of the academic unit. These recommendations shall be forwarded by the academic unit head to the College RPT Committee (or equivalent committee or Dean); from the College RPT Committee, or equivalent committee, to the Dean or appropriate administrator; and from the Dean or administrator to the Provost. At each level, the review committee or administrator shall assess the sufficiency of the dossier and the conformity of the review process to established criteria and procedures and may remand the dossier to a previous level of review for appropriate action.
- 7.3.2** Each academic unit, college, or library jurisdiction shall publish the responsibilities of the academic unit, college, or library jurisdiction and the responsibilities of the candidate for developing dossiers. The academic unit head, Dean, or administrator, as appropriate, shall be responsible for initiating and completing in sufficient time those parts of a

candidate's dossier required by the RPT procedures and criteria (e.g., external reviews, administrative summaries of teaching evaluation, etc.) for which the candidate is not responsible to ensure a timely and fair evaluation of the candidate.

7.3.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. This information and documentation shall be provided to: the academic unit RPT committee; the college RPT committee; or the librarians' RPT committee by the date specified by the appropriate committee.

7.3.4 For the Department of Biomedical Engineering, the academic unit shall initiate RPT recommendations. The academic unit head shall forward these recommendations to the combined Ad Hoc Biomedical RPT Committee of the Colleges of Medicine and Engineering that will be comprised of three (3) members of the College of Medicine RPT Committee selected by the Chair of the College of Medicine RPT Committee and three (3) members of the College of Engineering RPT Committee selected by the Chair of the College of Engineering RPT Committee. The combined Committee will make recommendations to the Deans of the Colleges of Medicine and Engineering, who will make recommendations to the Provosts for Health Affairs and for Baccalaureate and Graduate Education. The Deans and the Provosts will rotate responsibilities for RPT on a yearly basis as follows: in even-numbered years, the Dean of the College of Engineering and the Provost for Health Affairs will make all decisions regarding tenure and promotion to the rank of Professor, and the Dean of the College of Medicine and the Provost for Baccalaureate and Graduate Education will make all other RPT decisions as necessary. These roles will be reversed in odd-numbered years.

7.4 Review Process

7.4.1 The candidate has primary responsibility for the development of the dossier submitted for review. Each

dossier shall be covered by the approved "File Checklist".

- 7.4.2** All information received and considered in making recommendations regarding reappointment, promotion, or tenure, at any level becomes part of the candidate's dossier. All material added or attached to a candidate's dossier after it leaves the candidate's hands shall be routinely copied to the candidate at the time said material is added or attached. The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in or added to the file.
- 7.4.3** If new material bearing on the substance of a prospective decision becomes available during the review process, the candidate, academic unit head, Dean, or appropriate administrator may add such material to the dossier until the appropriate Provost renders his or her recommendation. The candidate shall be provided with a copy of any information or document added to the dossier.
- 7.4.4** The candidate shall have the opportunity to review and respond in writing to the material within fourteen (14) days following receipt of the copy.
- 7.4.5** All responses shall become part of the dossier. Any new material and any responses from the candidate shall be provided to all RPT committees and administrators who have participated in the review and made a recommendation.
- 7.4.6** The recommendation from an academic unit shall be given serious consideration, and no committee or administrator shall make a different recommendation except for substantial reasons stated in writing. When a review committee, Dean, or administrator recommends contrary to the academic unit, the academic unit shall be notified of the reasons for the contrary recommendation within fourteen (14) days.
- 7.4.7** Copies of any written recommendation made at each step in the review process prior to the Board's consideration shall be transmitted to candidates for reappointment, promotion,

or tenure, simultaneously with transmittal of the dossier to the next level of review. Any negative recommendation must be accompanied by a written statement of reasons.

7.4.8 A candidate shall be guaranteed the right to reconsideration at the first level at which a negative recommendation occurs. Within fourteen (14) days after receiving notice of the negative recommendation, the candidate has the right to request reconsideration and may submit supporting substantive or procedural information. The candidate shall be informed of the result of the reconsideration within twenty (20) days following submission of the request. When a candidate exercises this right to reconsideration, the review process shall remain at the level at which reconsideration is being requested. The Individual or committee making the first negative recommendation shall make a good faith effort to maintain the recommendation at that level pending the individual's right to reconsideration. However, failure to do so shall not be cited as a process violation in any resulting grievance. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Subsection 7.4.10 herein.

7.4.9 Unless the candidate, within fourteen (14) days after receipt of notification of a recommendation regarding reappointment, promotion, or tenure, withdraws from candidacy by written notice to the academic unit head, Dean, or Administrator, the process will continue.

7.4.10 Reappointment Review Schedules. Dossiers shall be prepared and ready for review according to the following schedule:

7.4.10.1 If the candidate has an initial one year appointment, the dossier is due no later than January 1 of that year (December 1 in the College of Medicine); notice of the recommendation of the Provost is due to the candidate by March 1 of that year (March 15 in the College of Medicine), or at least 3 months in advance of the appointment's

end date.

7.4.10.2 If the candidate is in the second year of service and the appointment ends in that academic year, the dossier is due no later than October 1 of that year (September 15 in the College of Medicine); notice of the recommendation of the Provost is due to the candidate by December 15 of the second year (January 1 in the College of Medicine), or at least 6 months in advance of the appointment's end date.

7.4.10.3 If the candidate is in the second year of a three year appointment or the penultimate year when the Faculty Member has consecutive Faculty service of more than two years, the dossier is due no later than March 1 of the appointment's penultimate year; notice of the recommendation of the Provost is due to the candidate by August 31 of the penultimate year, or at least 12 months in advance of the appointment's end date.

7.4.11 Reappointment and Promotion Review Schedules. In all cases, any candidate for reappointment who also wishes to submit a request for promotion will submit the dossier on the appropriate reappointment schedule, as defined in the review deadlines.

7.4.12 Review Deadlines. The following deadlines apply to all RPT reviews:

REVIEW DEADLINES (EXCLUDING COLLEGE OF MEDICINE)

Latest Date Submission of Dossier to first Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation of the Provost to the President or Board of Trustees
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REAPPOINTMENT

January 1 (7.4.10.1) (1 st year of initial 1-year appointment)	February 1	March 1
October 1 (7.4.10.2) (2 nd year of initial 2-year appointment or second 1-year appointment)	November 15	December 15
March 1 (7.4.10.3) (2 nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	May 1	September 1

PROMOTION

November 1 (7.4.11)	February 1	Normally by June 15
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TENURE

November 1	February 1	Minimum of 12 months In advance of expiration Of probationary period
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REVIEW DEADLINES FOR COLLEGE OF MEDICINE

Latest Date Submission of Dossier to first Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation of the Provost to the President or Board of Trustees
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REAPPOINTMENT

December 1 (7.4.10.1) (1 st year of initial 1-year appointment)	February 15	March 15
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September 15 (7.4.10.2) (2 nd year of initial 2-year appointment or second 1-year appointment)	December 1	January 1
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March 1 (7.4.10.3) (2 nd year of 3-year appointment, or the penultimate year when there are more than 2 years of service)	July 20	September 1
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PROMOTION

November 1 (7.4.11)	May 1	Normally by June 15
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TENURE

November 1	May 1	Minimum of 12 months In advance of expiration Of probationary period
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7.4.13 Early Review Deadlines. Any academic unit, college, or library jurisdiction may establish an earlier date for submission of dossiers to the first level by written notice to the Faculty Members from the Dean or appropriate administrator. This written notice must be given six (6) months in advance of the earlier deadline date. In the case of Faculty Members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

7.5 Criteria and Procedures for Reappointment, Promotion and Tenure

7.5.1 RPT recommendations shall be based upon criteria related to the responsibilities and functions of the candidate's academic unit or library jurisdiction.

7.5.2 RPT criteria shall be established by each academic unit and library jurisdiction, subject to written approval by the Dean or Library Administrator, and the Provost. (Each academic unit shall review its RPT criteria and procedures at least once every five years. When revisions are made or existing criteria are reaffirmed, as the result of a review, the academic unit's new or reaffirmed RPT criteria and/or procedures shall be subject to the written approval of the Dean or Library Administrator and the Provost. Failure to conduct this periodic review shall not be a grievable matter.) Academic recommendations at all levels of evaluation shall be based on approved RPT criteria. The recommendations of the Provosts, and the President, and the decisions of the Board, to the extent that they are concerned with academic performance, shall also be based on these criteria. In individual cases, the committees, appropriate administrators, or the Board shall consider the recommendations of the preceding committees or appropriate administrators, but will make an independent determination based on the same criteria.

7.5.3 If a reasonable time has not elapsed since a change in RPT criteria, due consideration shall be given to the former criteria.

- 7.5.4** The academic unit head or Library Administrator will notify all members of the academic unit of the RPT criteria upon appointment or when changes occur.
- 7.5.5** Academic performance based on RPT criteria shall be the only consideration in RPT cases, except reappointment or tenure may be denied because of program needs or budget restraints.
- 7.5.6** Budget restraint or program need in an academic unit may, of necessity, have an adverse impact on an individual Faculty Member; however, the determination of a budget restraint or program need shall be independent of the academic review of the Faculty Member for reappointment or tenure.
- 7.5.7** If a Provost determines that a budget restraint or program need exists for an academic unit or college, the Provost shall notify the academic unit, the Dean, and the AAUP. The Dean and academic unit head shall then work with the Provost to ascertain if the budget restraint or program need can be resolved without adverse impact on an individual Faculty Member. The academic unit as a whole, at least thirty (30) days after it has been provided documentation of the budget restraint or program need and of the total resources available to the unit, shall be consulted and its suggestions for resolution given full consideration, including any alternatives that would not adversely affect any Faculty Member.
- 7.5.8** If the budget restraint or program need can only be resolved by adversely affecting a Faculty Member, the Faculty Member so affected shall be notified, no later than fifteen (15) months prior to the effective date of the non-reappointment. The notice shall state explicitly that the reasons for non-reappointment are based on program need or budget restraint.
- 7.5.9** To continue the progress achieved, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program need or budget restraint.

7.5.10 When a Faculty Member is denied reappointment for reasons of budget restraint or program need, that position may not be filled on a full-time basis for two (2) years, unless it is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the two-year limit (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Faculty Member denied reappointment. The Faculty Member denied reappointment shall be given thirty (30) days to accept the full-time or part-time position. If accepted, prior service credit shall be allowed toward any applicable probationary period.

7.6 Rules of Committee Procedure

7.6.1 All RPT committees shall be standing committees.

7.6.2 Only full-time University Faculty Members, or those granted full-Faculty status by the academic unit, shall serve on the RPT committees.

7.6.3 The quorum necessary for voting shall be two-thirds of the members of a RPT committee. Each member of a RPT committee shall have one vote.

7.6.4 RPT Committees at the Academic Unit Level.

7.6.4.1 Composition. Each academic unit's RPT Committee shall be composed of members as defined in 7.6.2 above. Deans, associate deans, assistant deans, assistants to the dean, and academic unit heads may not serve on the Committee. The chairperson shall be selected by the Committee from its members. If an academic unit has fewer than four full-time tenured Faculty Members, it must select by democratic means at least one additional Committee member who is tenured from full-time Faculty of the college, or from related disciplines in other colleges of the University. If the committee membership has been supplemented, the chairperson must be a

member of the academic unit. Except for these requirements, the Faculty of the academic unit shall decide by democratic means the Committee's structure, size, and method of selection.

7.6.4.2 Committee Responsibilities. The Committee shall forward to the College RPT Committee or to the Dean, through the academic unit head, the candidate's file and the academic unit's recommendation regarding reappointment, promotion, or tenure.

7.6.4.3 Academic Unit Head Responsibilities. The academic unit head shall submit an independent recommendation to the College RPT Committee or to the Dean.

7.6.5 College RPT Committee

7.6.5.1 Composition. The College RPT Committee shall be composed of full-time Faculty of the college, with no more than two (2) from any single academic unit. Deans, associate deans, assistant deans, assistants to the dean, and academic unit heads may not serve on the Committee. Except for these restrictions, colleges shall democratically determine the structure, size, and method of selection of the Committee.

7.6.5.2 In colleges without academic units, the RPT Committee shall be composed of the Faculty of the college, with the exception of the Dean, associate deans, assistant deans, and assistants to the dean. The Committee shall select a chairperson from its members. Except for these requirements, the Committee shall democratically determine its structure, size, and method of selection.

7.6.5.3 College Committee Responsibilities. The Committee shall review and consider academic unit and academic unit head recommendations for

reappointment, promotion, and tenure. The Committee shall forward its recommendation and the candidate's file to the Dean.

7.6.5.4 Dean's Responsibilities. The Dean shall submit an independent written recommendation to the Provost.

7.6.6 Librarians' Reappointment, Promotion, and Tenure Committee

7.6.6.1 Composition. The Library Faculty shall have a RPT Committee composed of full-time Library Faculty in the Bargaining Unit from at least two (2) library jurisdictions. Except for these restrictions, the Library Faculty shall determine by democratic means the structure, size, and method of selection of the Committee.

7.6.6.2 Committee Responsibilities. The Committee shall make a recommendation about reappointment, promotion, or tenure based upon consideration of the candidate's dossier, the supervisor's recommendation, and other relevant documentation. It shall forward to the Library Administrator the candidate's file and the Committee's recommendation. When the Library Administrator is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or tenure. The candidate's file shall contain the written evaluation prepared by the supervisor along with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the file about the evaluation and the summary.

7.6.6.3 Appropriate Library Administrator's Responsibilities. The Library Administrator shall submit an independent recommendation to the Provost.

7.7 Except as provided in Section 11.12, these procedures apply to all academic units and colleges.

7.8 This Article shall not prevent the more rapid advancement of persons of exceptional ability whose accomplishments and value justify earlier promotion or grant of tenure.

7.9 RPT Grievance.

7.9.1 If a Faculty Member is denied reappointment or promotion or tenure, s/he may file a grievance if s/he alleges that:

- (a) Academic freedom violations are significantly connected with the decision; or
- (b) Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner (the term “procedures” as used in this Section includes the requirements of Sections 6.2 and 6.5 and Article 7, as they apply to the candidate, excluding the merit or lack of merit, or the weight or substantiality of the reasons, judgments, or substantive determinations by administrators or committee involved with RPT recommendations); or
- (c) A negative recommendation by a Provost has followed positive recommendations by (1) the academic unit, (2) the college or library jurisdiction, and (3) the Dean or administrator, and is arbitrary and capricious.

7.9.2 Filing an RPT Grievance.

7.9.2.1 An RPT grievance must be filed within twenty-one (21) days after the receipt of the Provost’s negative recommendation.

7.9.2.2 Filing Procedure.

To file an RPT grievance, the Faculty Member must contact the office of the AAUP. Upon completion, the Grievance form will be distributed by the AAUP to the respondent(s), the Grievance

Committee Co-Coordinator, the appropriate Provost, and the Dean or administrator.

7.9.3 RPT Grievance Process.

7.9.3.1 Grievance Committee Composition. See Article 8.3.

7.9.3.2 Requirements for Grievant's and Respondent's Statements. See Article 8.4.

7.9.3.3. Grievance Panel Procedures. See Article 8.5, except that in tenure cases, Panel members from the faculty pool must be tenured.

7.9.3.4. Rebuttal Statements. See Article 8.6.

7.9.3.5. Grievance Decision Process. See Articles 8.7 and 8.8.

7.9.4 Authority of the Grievance Panel. Except as provided below (7.9.5), in RPT cases in which the Grievance Panel finds procedural error, violation of academic freedom, or arbitrary or capricious decision by the Provost, it may only remand to the appropriate level of review. The Panel may not award reappointment, promotion or tenure.

7.9.5 Ad Hoc Committee Review.

7.9.5.1 In tenure cases, if after a review of the evidence the Grievance Panel believes that a fair reconsideration of the dossier is not possible, it may direct that an Ad Hoc Committee be appointed to conduct a substantive dossier review. In such rare cases, the Grievance Panel must notify all parties of its findings and of the rationale for invoking the Ad Hoc Committee procedure.

7.9.5.2 The Grievance Committee Co-Coordinator shall have thirty (30) days to appoint the Ad Hoc Committee. The Ad Hoc Committee should be composed of five (5) experts in the same general

discipline as the grievant. The Co-Coordination may, at their discretion, consult persons inside or outside the University as to known and respected experts in the grievant's discipline. Members of the Ad Hoc Committee may be from inside or outside the University, but may not be members of the grievant's academic unit.

- 7.9.5.3** The Ad Hoc Committee shall consider the grievant's dossier as presented to the Provost and may, at its discretion, seek further evaluation of the candidate. It shall be the responsibility of the Chair of the Grievance Panel to ensure that the Ad Hoc Committee members receive all materials necessary for them to complete their review.
- 7.9.5.4** The Ad Hoc Committee may meet by telephone, teleconference, or videoconference.
- 7.9.5.5** The Ad Hoc Committee shall follow all relevant and appropriate criteria, procedures, and guidelines of the grievant's academic unit. The Ad Hoc Committee's final recommendation shall be by majority vote.
- 7.9.5.6** The Ad Hoc Committee, within sixty (60) days of its formal appointment, shall recommend to the President whether the grievant should be awarded tenure. The President shall respond in writing to the Committee's recommendation within thirty (30) days of its receipt, except if the recommendation is received between June 1 and September 1, the President shall respond within forty-five (45) days. The decision of the President is final.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.1** **Grievances.** Whenever possible, disputes should be resolved informally at the lowest level. All Faculty Members and administrators are encouraged to engage in free and open

communication to resolve differences.

8.1.1 Definition. A “grievance” is a complaint or allegation by a Faculty Member(s), or by the AAUP, of a violation, misinterpretation or improper application of the provisions of this Agreement.

8.1.2 The time limits in this Article are maxima unless extended by written agreement by the AAUP and the University. If the last day of the time period falls on a Saturday, Sunday, or a University holiday, the deadline is automatically extended to the next University working day.

8.2 Filing a Grievance

8.2.1 All grievances shall be resolved through the following procedures, except for those relating to Reappointment, Promotion and Tenure (see Article 7) and Discipline and Dismissal (see Article 9).

8.2.2 Step 1: Informal Resolution.

Prior to requesting mediation, the Faculty Member must attempt to resolve the complaint informally by notifying the appropriate University Contract Administrator in writing within forty-five (45) days of knowledge of the incident causing the complaint. The names and phone numbers of the University Contract Administrators for the East and West campuses are available from the Provosts’ offices and from the AAUP office.

If this attempt at resolution fails, the University Contract Administrator will notify the Faculty Member in writing that s/he must file a “Request for Mediation” if s/he wishes to proceed to the next step. A request for a Grievance Panel hearing can be filed only after mediation has failed to resolve the complaint.

8.2.3 Step 2: Mediation.

8.2.3.1 Filing Deadlines. The Faculty Member (complainant) must file for mediation with the appropriate AAUP representative within twenty-

one (21) days after receiving notification from the University Contract Administrator that the informal attempt at resolution was unsuccessful.

- 8.2.3.2 Filing Procedure.** To file for mediation, the Faculty Member must contact the office of the AAUP to obtain and to File a Request for Mediation Form. The mediation begins when the Faculty Member timely signs and files the Request for Mediation form.
- 8.2.3.3 Selection of Mediator.** A mediator shall be jointly selected by the AAUP and the appropriate Provost's office from a list of professional mediators maintained by the Parties. The list must include mediators from the Federal Mediation & Conciliation Service (FMCS) and the Ohio State Employment Relations Board (SERB).
- 8.2.3.4 Cost of Mediation.** The AAUP and the Administration shall share equally in the cost of mediation, with the total annual cost to each Party not to exceed \$2,500 for 2007-2008, and \$5,000 per year thereafter.
- 8.2.3.5 Conduct of Mediation.** The mediator shall have forty-five (45) days after his/her appointment to resolve the complaint. During that period, the mediator shall have access to persons and information appropriate to speedy resolution. The mediator may meet with the complainant and respondent separately or in a group and if resolution occurs, they shall sign an agreement identifying the remedy. The mediator shall establish a process for mediation. Other than the Request for Mediation form, this signed agreement shall be the only written record of the mediation process. Any personal notations or other records of the mediation teams shall be destroyed.
- 8.2.3.6 Mediation Responsibility.** The complainant and the Respondent shall be available to meet at the

mediator's request during the forty-five (45) day mediation period. A complainant who is not available to meet during the forty-five (45) day period, for the time deemed necessary by the mediator to reach resolution, forfeits the right to mediation. If mediation cannot be completed within forty-five (45) days, extensions may be granted by the Parties.

8.2.3.7 Implementation of Resolution. The mediator shall notify the Parties whether the complaint has been resolved and, if resolved, will include a schedule for implementation. If the resolution requires some action by the Dean or Provost, in order to implement the resolution, the Dean or Provost must be a party to the mediation. If implementation does not begin within the time period stated in the mediation resolution, the complainant shall have ten (10) days following that period to file a request for a Grievance Panel hearing.

8.2.4 Step 3: Filing a Request for a Grievance Panel Hearing

The grievant has ten (10) days from the closing of mediation to file a request for a Grievance Panel hearing. To file the request, the grievant must contact the office of the AAUP to obtain and to file the Grievance form. Upon completion, the Grievance form will be distributed by the AAUP to the respondent(s), the Grievance Committee Co-Coordination, the appropriate Provost, and the Dean or administrator.

8.3 Grievance Committee. Panels of the Grievance Committee shall hear all grievances under this contract. There shall be no coercion of or retaliation against any person serving as a member of a Grievance Panel.

The Grievance Panels shall be drawn from three pools: 10 elected Faculty Members, 10 administrators chosen by the University President or his/her designee; and 10 academic unit heads chosen as described below.

8.3.1. Election of faculty pool. The faculty pool shall consist of

Faculty Members elected as follows:

Two Faculty Members from the College of Arts and Sciences;

One Faculty Member from the College of Nursing, Pharmacy or Allied Health Professions;

One Faculty Member from two-year colleges (Clermont, Raymond Walters);

One Faculty Member from the Libraries of the University;

Two Faculty Members from West Campus professional colleges (CAS, COB, CCM, DAAP, CECH, Engineering, Law, or Social Work);

Two Faculty Members from the College of Medicine;

One at-large Faculty Member who will serve as the faculty pool Co-Coordinator.

No academic unit head may be elected to the faculty pool.

- 8.3.1.1** Nominations for membership on the faculty pool, including any Faculty Member nominated by a petition signed by twenty-five (25) Faculty Members, shall be made by the Faculty Senate. Faculty Members shall be notified of the list of nominees prior to the May meeting of the University Faculty. Additional nominations may be made from the floor at that meeting.
- 8.3.1.2** Members of the faculty pool shall be selected by secret ballot of the Faculty Members by an election on days designated by the Faculty Senate Chairperson as soon as practicable after the May meeting.
- 8.3.1.3** The term of office of members of the faculty pool shall be two (2) years, commencing July 1. Any interim vacancies shall be filled by appointment by the Faculty Senate Chairperson until the next May University Faculty meeting. After two (2)

consecutive terms on the faculty pool, a member may not serve another term until after an interval of two (2) years.

8.3.1.4 The faculty pool Co-Coordinator shall be allowed release time of up to 1 course per quarter or equivalent duties.

8.3.2 Selection of administrator pool. The administrator pool shall consist of academic administrators, with the exclusion of the Provost and Contract Administrator on each campus. It is preferable, but not required, that any academic administrator appointed to the Grievance Committee hold a faculty title; however, in cases involving tenure or dismissal of a faculty member, a faculty title is required to serve on a panel. The University President shall select 10 administrators for this pool and submit a list of those so designated to the AAUP and to the Grievance Committee Co-Coordinator not later than May 1 of each year. As vacancies occur, the President may name replacements. The administrators shall elect their own Co-Coordinator by June 1 of each year. Administrator Co-Coordinator may succeed themselves.

8.3.3 Academic unit head pool. All academic unit heads who are members of the AAUP bargaining unit are eligible for designation to the academic unit head pool. By May 1 of each year, the AAUP and the Provosts shall each form a list of ten (10) academic unit heads, from which lists names shall be alternately struck by the AAUP and the Administration until a final list of 10 academic unit heads shall remain. These remaining 10 academic unit heads shall form the members of the academic unit head pool.

No academic unit head may serve on more than one (1) Grievance Panel per academic year.

8.4 Grievance Position Statements. The AAUP and the Administration discourage proliferation of grievance claims and rebuttals that are not supported by facts. The AAUP and the Administration also discourage excessive documentation. Position statements shall be no more than fifteen (15) pages in length and shall have no more than thirty (30) documents attached.

8.4.1 Grievant's Position Statement. Within thirty (30) days after filing the Grievance form, the grievant must submit one copy of a position statement to the respondent, one copy to all other parties listed on the Grievance form, and seven (7) copies to the Grievance Committee Co-Coordinators. This statement should: incorporate the information contained on the Grievance form; outline the precise grounds for the grievance; summarize the issues; the supporting facts, and the relief requested; and include copies of relevant documents or other supporting materials. It should also include a list of individuals who have knowledge of the grievance and the possible relevance of their declarations.

8.4.2 Respondent's Position Statement. Within thirty (30) days of receipt of the grievant's statement, the respondent(s) must submit one copy of a position statement to the grievant, one copy to all other parties listed on the Grievance form, and seven (7) copies to the Grievance Committee Co-Coordinators. The statement should include relevant documents and other supporting materials. It should also include a list of individuals who have knowledge of the grievance and the possible relevance of their declarations.

8.4.3 At least one week before the hearing the grievant may submit additional materials and documentation responding to specific issues in the respondent's position statement. The respondent(s) may submit rebuttal materials within four (4) days thereafter.

8.5 Grievance Panel Procedure

8.5.1 A Grievance Panel shall consist of seven (7) members chosen from the full Grievance Committee, excluding those who believe they cannot fairly or objectively review the case. The faculty pool Co-Coordinator shall select three (3) from the faculty pool, the administrator Co-Coordinator shall select three (3) from the administrator pool, and the Co-Coordinators shall jointly select one (1) from the academic unit head pool. If the Co-Coordinators cannot agree on the selection of an academic unit head, that person shall be chosen by lot.

No Committee member may serve on a Panel unless s/he has completed a training workshop. Training workshops will be conducted jointly by the AAUP and the Provosts' Offices and offered not less than once per academic year.

Each Grievance Committee Co-Coordinator shall ensure that at least one (1) of the three Panel Members that s/he selects shall be from the campus (East or West) where the grievance originated.

Once selected, the Panel Members shall elect a Panel Chair from among their number.

- 8.5.2** The Grievance Panel may, by a vote of one more than a majority of its members, reject any grievance (other than discipline or dismissal for cause) assigned to it for lack of merit. The Panel shall provide the grievant a written statement explaining its refusal to accept the grievance. The grievant may seek reconsideration of such decision by presenting new evidence to the Panel within thirty (30) days from receipt of the decision.
- 8.5.3** In all grievances (other than discipline or dismissal), the burden of proof rests with the grievant.
- 8.5.4** The Grievance Panel may gather additional information in preparation for the hearing. The Panel should convene at least once prior to the hearing in order to review all materials and decide on witnesses to be called at the hearing.
- 8.5.5** All seven (7) members of the Grievance Panel must be present for a grievance hearing to be held.
- 8.5.6** The Grievance Panel shall hold a hearing on each grievance properly filed (including the position statements) and accepted.
- 8.5.7** The Grievance Panel Chair should consult with the AAUP or other representative of the grievant and the representative of the respondent to set a date for the grievance hearing.

- 8.5.8** The Panel shall take and file a written transcript or tape recording of the hearing.
- 8.5.9** The Grievant and Respondent should be present at the hearing and are entitled to representation. In the event that a Grievance names as a Respondent one or more administrators, including Department Chairs, the University Contract Administrator will make such persons available at the hearing on reasonable notice to respond to questions posed by the Grievance Panel.
- 8.5.10** Grievant(s) and respondent(s) are each entitled to make a single 10-minute oral presentation at the start of the hearing. In all cases, the party bearing the burden of proof shall proceed first with its presentation. The parties shall confine their presentations to facts relevant to the charges.
- 8.5.11** The Panel may question the grievant(s) and respondent(s) at the close of the oral presentations. The Panel may also request the presence of and question other persons at its discretion.

- 8.6** **Rebuttal Statements.** Within 14 days after the hearing, the grievant and/or the respondent may submit a written rebuttal statement that includes responses to the opposing party's oral presentation and to witness declarations given at the Grievance Panel hearing. The rebuttal statement should not generally exceed 5 (five) pages.

8.7 Deciding Grievances

- 8.7.1 Timeline.** The Grievance Committee shall select a Panel, which shall conduct a grievance hearing no later than thirty (30) days after receiving the statements from both the Grievant and Respondent; and shall transmit its written decision no later than thirty (30) days after the hearing.
- 8.7.2 Panel Decisions.** The decision of a Grievance Panel is final and binding on the Parties, and the Parties agree to implement the decisions of Grievance Panels (except as described in Article 9 and Article 32).

- 8.7.3 Panel Votes.** In rendering decisions, no Panel member may abstain from voting. The final decision is by majority vote. Votes are to be taken by secret ballot. The vote tally shall be reported along with the written decision.
- 8.8 Notice of Decision.** The Panel shall notify all parties listed on the Grievance Form of its decision.
- 8.9 Maintenance of Records.** Each Panel case file shall include copies of all correspondence, the tape and/or transcript of the hearing, the Panel's written decision, and the findings of any ad hoc committee. The Panel's file shall be kept by the University's Office of Labor Relations.
- 8.10 Committee Support.** The Grievance Committee shall be provided a budget of \$750.00 per academic year to support its activities, in addition to office support from the University's Office of Labor Relations.
- 8.11 Rights of the AAUP and Administration.** The AAUP and Administration shall be notified in advance of each grievance procedure and shall promptly receive copies of all correspondence and decisions regarding the grievance. Decisions shall contain a statement of all issues and their disposition. The AAUP, Provost, or their designated representatives, have the right to attend all hearings. The AAUP may represent a consenting grievant before the Grievance Panel. No grievance settlement may violate any provision of this Agreement.

ARTICLE 9

DISCIPLINARY PROCEDURES

9.1 Discipline Standards and Procedures

The University shall not impose discipline except for adequate cause. The University subscribes to the principles of progressive discipline except when summary action is necessary and appropriate. Any disciplinary action shall be predicated upon a violation of this Agreement or of the University's rules or standards of professional conduct including consistent failure to fulfill responsibilities in the academic unit. Only Administration officials can initiate Article 9 disciplinary proceedings, but anyone, including

the academic unit head, may provide the official with information relevant to deciding whether to implement Article 9 proceedings. In the event that a student has a complaint against a Faculty Member, the student should be encouraged to meet with the Faculty Member, with the Ombudsperson or with the academic unit head in order to resolve the complaint. It is preferable, but not required, that the meeting be with the Faculty Member. If the student's complaint remains unresolved, the student may proceed under the Student Grievance Procedures, as established by the Board from time to time. However, nothing shall prevent an appropriate University official from commencing a proceeding under this Article 9 for any violation of this contract.

9.1.1 Rights of the AAUP and Administration. The AAUP and the Administration each have the right to have a representative present at all Article 9 proceedings.

9.1.2 Suspension Pending Investigation. When, in the judgment of the President, the presence of a Faculty Member on University property presents a threat to the health or safety of the Faculty Member or anyone in the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University community, the President may suspend with pay the Faculty Member pending the disposition of the disciplinary process provided in this Agreement. The President may also direct that the Faculty Member be removed and barred from University property.

9.1.2.1 In the event the President is absent from the University, a Provost may exercise the above authority to suspend the Faculty Member with pay and direct that the Faculty Member be removed and barred from University property.

9.1.3 Investigation. When the University has reason to believe an incident(s) has occurred that might constitute grounds for discipline, an appropriate University official shall notify the Faculty Member involved, by letter, that a formal investigation will take place, unless to do so would compromise the investigation.

9.1.4 Notice. Prior to proposing any disciplinary action, an appropriate University official will meet with the Faculty Member to discuss the charges against the Faculty Member and provide the Faculty Member with an opportunity to present the Faculty Member's case. Before any interview, the Faculty Member shall be advised of the right to be represented and accompanied by an AAUP representative. The appropriate University official shall notify the Faculty Member and the AAUP, prior to the meeting, of the charges and who brought them. The purpose of the meeting is to try to resolve the charges by mutual agreement. The Faculty Member may, in writing, request that the AAUP waive its right to be present at the informal resolution meeting.

9.1.4.1 If the matter is not resolved by mutual agreement at the meeting and the appropriate University official decides to propose discipline, the Faculty Member shall be sent a written statement of the charges and the discipline proposed. The AAUP shall be sent a concurrent copy of that letter.

9.1.4.2 Discipline must be proposed within sixty (60) days after the Faculty Member is notified that an investigation has been instituted.

9.1.5 Authority. The appropriate University official shall have the authority to propose:

9.1.5.1 dismissal of the charge and that no records of the investigation be placed in the Faculty Member's personnel file;

9.1.5.2 a written or oral warning to the Faculty Member;

9.1.5.3 a formal reprimand of the Faculty Member, and that a copy of the reprimand be placed in the Faculty Member's file;

9.1.5.4 other disciplinary actions, including but not limited to, suspension with or without pay, provided that in no circumstance shall the suspension without pay exceed one academic quarter; or

9.1.5.5 dismissal of the Faculty Member for cause.

9.1.6 Deferral to Grievance Panel Hearing. The appropriate University official will not impose any disciplinary action before the Faculty Member's right to a Grievance Panel hearing has expired or been waived.

9.2 Challenge of Proposed Discipline (Other Than Dismissal)

9.2.1 If, pursuant to Article 9.1, an appropriate University administrator proposes discipline (other than dismissal) of a Faculty Member, the Faculty Member may challenge the propriety and/or the severity of the proposed discipline and/or may allege that proper disciplinary procedures were not followed. To access the formal grievance procedure, the Faculty Member must first complete or waive mediation.

9.2.2 Mediation

9.2.2.1 Filing Deadlines. The Faculty Member (complainant) must file for, or waive, mediation with the appropriate AAUP representative within ten (10) days after receiving a notice of proposed discipline.

9.2.2.2 Filing Procedure. To file for, or waive, mediation, the Faculty Member must contact the office of the AAUP to obtain and to file a Request for Mediation Form or a Waiver Form. The mediation begins when the Faculty Member timely signs and files the Request for Mediation Form.

9.2.2.3 Selection of Mediator. See Article 8.2.3.3.

9.2.2.4 Cost of Mediation. See Article 8.2.3.4.

9.2.2.5 Conduct of Mediation. See Article 8.2.3.5.

9.2.2.6 Mediation Responsibility. See Article 8.2.3.6.

9.2.2.7 Implementation of Resolution. See Article 8.2.3.7.

9.2.3 Grievance. Should mediation be unsuccessful, or should the Faculty Member waive mediation, the Faculty Member may access the formal grievance procedure by filing the Grievance Form.

9.2.4 Filing a Grievance of a Proposed Discipline

9.2.4.1 A grievance of a Proposal of Discipline must be filed within ten (10) days after receiving notice that mediation has been unsuccessful or within ten (10) days after mediation has been waived.

9.2.4.2 Filing Procedure. To file a grievance of a Proposal of Discipline, the Faculty Member must contact the office of the AAUP. Upon completion, the Grievance Form shall be distributed by the AAUP to the respondent(s), the Grievance Committee Co-Coordination, the appropriate Provost, and the Dean or administrator.

9.2.5 Proposal of Discipline Grievance Process

9.2.5.1 Grievance Committee Composition. See Article 8.3.

9.2.5.2 Requirements for Grievance Position Statements. See Article 8.4.

9.2.5.3 Grievance Panel Procedures. See Article 8.5.

9.2.5.4 Rebuttal Statements. See Article 8.6.

9.2.5.5 Grievance Decision Process. See Articles 8.7 and 8.8.

9.2.5.6 In all grievances involving a Proposal of Discipline, the burden of proof rests with the Administration.

9.3 Dismissal Process

9.3.1 Dismissal Standards. A Faculty Member may be dismissed only for adequate cause. Adequate cause is a

reason related directly and substantially to the professional fitness of the Faculty Member and includes serious professional misconduct, gross neglect of professional duties, incompetence, or moral turpitude.

9.3.2 Challenge of Proposed Dismissal. If, pursuant to Article 9.1, an appropriate University administrator proposes dismissal of a Faculty Member, the Faculty Member may challenge the propriety and/or the severity of the proposed dismissal and/or may allege that proper disciplinary procedures were not followed. To access the formal grievance procedure, the Faculty Member must first complete or waive mediation. The Faculty Member must request or waive mediation within ten (10) days after receiving the notice of proposed dismissal.

9.3.3 Mediation Filing and Procedure. See Article 9.2.2.

9.3.4 Formulation of the Charges and Notice. If the appropriate University official proposes dismissal of a Faculty Member and the Faculty Member has waived or exhausted his or her right to mediation, the President, or his or her designee, shall formulate with reasonable particularity the charges that constitute adequate cause for dismissal and shall notify the Faculty Member of the charges. Within 10 days of receipt of this notice, the Faculty Member may demand a Grievance Panel Hearing by filing a grievance.

9.3.5 Filing a Grievance of a Proposed Dismissal

9.3.5.1 A grievance of a Proposal of Dismissal must be filed within ten (10) days after receiving notice of the charges formulated by the President.

9.3.5.2 Filing Procedure. To file a grievance of a Proposal of Dismissal, the Faculty Member must contact the office of the AAUP. Upon completion, the Grievance Form shall be distributed by the AAUP to the respondent(s), the Grievance Committee Co-Coordinator, the appropriate Provost, and the Dean or administrator.

9.3.6 Pre-Hearing Statements.

9.3.6.1 Administration's Statement. Within thirty (30) days after filing the Grievance form, the Administration must submit to the grievant, the Grievance Committee Co-Coordinators, and other parties listed on the Grievance form, a hearing statement or brief. This statement should: detail the charges which form the basis for the proposed dismissal; summarize the issues and the supporting facts; and include copies of relevant documents or other supporting materials. It should also include a list of witnesses to be called.

9.3.6.2 Faculty Member's Statement. Within thirty (30) days of receipt of the Administration's statement, the Faculty Member must submit a hearing statement or brief, responding to each issue addressed in the Administration's hearing statement and providing relevant documents and other supporting materials to the Administration, the Grievance Committee Co-Coordinators, and other parties listed on the Grievance Form. It should also include a list of witnesses to be called.

9.3.7 Composition of Panel and Conduct of Hearing.

9.3.7.1 At a full evidentiary hearing before a Grievance Panel the charges shall be presented by a representative of the President, who may be an attorney. The Faculty Member may also have a representative, who may be an attorney. The hearing, however, is not considered a court of law, and formal rules of evidence do not apply.

9.3.7.2 The burden of proof that adequate cause exists rests with the University and will be satisfied only by clear and convincing evidence in the record considered as a whole.

9.3.7.3 The Grievance Panel shall consist of seven (7) members of the Grievance Committee selected as described in Article

8.5.3. In cases involving dismissal, all persons serving on the Grievance Panel must hold faculty titles.

- 9.3.7.4** Other than the parties or their representatives, there shall be a separation of witnesses so that only one witness at a time may be present in the hearing room.
- 9.3.7.5** The Administration and/or counsel and the Faculty Member and/or counsel may make opening statements.
- 9.3.7.6** The Administration shall proceed first. After each Administration witness testifies, the Faculty Member and/or counsel may question the witness.
- 9.3.7.7** Upon completion of the Administration's presentation, the Faculty Member may proceed. After each Faculty Member's witness testifies, the Administration and/or its counsel may question the witness.
- 9.3.7.8** Participants shall confine their presentations to facts relevant to the charges. The Panel chairperson is authorized to determine whether a particular fact is relevant to the charges.
- 9.3.7.9** The Administration and the Faculty Member may present only that rebuttal evidence which has direct bearing on previously submitted evidence.
- 9.3.7.10** The Administration and/or counsel and the Faculty Member and/or counsel may make closing statements.
- 9.3.7.11** Other procedures employed at the hearing shall be within the discretion of the Grievance Panel but shall ensure that the rights of the Faculty Member and the Administration are protected.
- 9.3.7.12** Within fourteen (14) days after the hearing, the President, the Faculty Member and the AAUP will be notified of the Grievance Panel decision and will be given a copy of the record of the hearing. AAUP and Administration representatives will act as observers at dismissal hearings in front of the Grievance Panel.

- 9.4** The decision of the Grievance Panel in a dismissal action shall be final and binding unless the Administration, the AAUP or (if the AAUP declines to appeal to arbitration), the Faculty Member requests arbitration pursuant to Article 32 within fourteen (14) days after receiving notice of the Grievance Panel decision. An arbitrator's decision in a case brought by the Faculty Member shall not serve as a precedent in the construction of any Article in this contract.

ARTICLE 10 **COMPENSATION**

10.1 Across the Board Increases

10.1.1 2007-08 Academic Year. Effective January 1, 2008, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2007, shall have his or her base salary increased by an amount of two percent (2%) of his/her base salary as of June 30, 2007.

10.1.2 2008-09 Academic Year. Effective September 1, 2008, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2008, shall have his or her base salary increased by an amount of two percent (2%) of his/her June 30, 2008 base salary.

10.1.3 2009-10 Academic Year. Effective September 1, 2009, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 2009, shall have his or her base salary increased by an amount of three percent (3%) of his/her June 30, 2009 base salary.

Effective mid-year 2009-2010, each member of the bargaining unit who was a member of the bargaining unit on June 30, 2009 shall have his or her base salary increased by an amount of one and one-half percent (1½%) of his/her base salary as of December 31, 2009.

- 10.2 Promotional Increase.** Each Faculty Member receiving a promotion during the term of this Agreement shall receive an additional increase of ten percent (10%) of base salary. This promotional increase shall follow determination of minimum

salaries for the particular academic rank provided in Article 12, Minimum Salaries.

- 10.3 Part-time Salary Adjustments.** Faculty Members who are part-time will receive the same percentage increases and proportionate across-the-board dollar increases on the same schedule as full-time Faculty Members. Promotional increases shall be calculated on the same basis as full-time Faculty members.

ARTICLE 11

TUITION REMISSION

11.1 Tuition Remission for Faculty Members.

- 11.1.1** Full-time Faculty Members are eligible for tuition remission at the undergraduate or graduate/professional level for a maximum of 6 credit hours per quarter which may be taken for regular or audited credit hours; except that full-time Faculty Members enrolled in a clearly defined graduate or professional program are eligible for remission of all courses taken within the limits imposed by the appropriate academic unit head, dean or provost.
- 11.1.2** Part-time Faculty Members are eligible for tuition remission at the undergraduate or graduate/professional level for a maximum of 3 credit hours per quarter which may be taken for regular or audited credit hours.
- 11.1.3** Retired Faculty Members who have begun to draw a pension benefit continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.

11.2 Tuition Remission for Spouses, Domestic Partners, and Unmarried Dependents of Faculty Members

- 11.2.1** For the purposes of this paragraph, “unmarried dependents” shall be defined as follows: naturally-born sons and daughters, stepsons or stepdaughters of the employee, and individuals for whom the employee has been appointed the legal guardian pursuant to court action or by the terms of a valid will, who receive primary financial support from the

employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment.

11.2.2 The following individuals are eligible for full tuition remission at all levels, except as noted in Articles 11.2.3 – 11.2.9:

- (a) spouses or domestic partners of Faculty Members;
- (b) unmarried dependents of Faculty Members;
- (c) spouses, domestic partners and unmarried dependents of former Faculty Members who retired and have begun to draw a retirement benefit;
- (d) spouses, domestic partners and unmarried dependents of former Faculty Members who became completely disabled while employed by the University;
- (e) spouses, domestic partners and unmarried dependents of former Faculty Members who died while employed by the University.

11.2.3 Effective January 1, 2008, spouses, domestic partners and unmarried dependents must register for graded status in all courses in order to receive full tuition remission.

11.2.4 Effective January 1, 2008, spouses, domestic partners and unmarried dependents must demonstrate satisfactory progress in order to receive full tuition remission. For purposes of this paragraph, “satisfactory progress” shall mean satisfactory academic progress as defined by the program in which the student is enrolled.

11.2.5 Effective January 1, 2008, spouses, domestic partners and unmarried dependents whose permanent residence is outside the state of Ohio shall pay \$10 per credit hour for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which s/he resides.

11.2.6 Unmarried dependents of Faculty Members or former Faculty Members described in Article 11.2.2 are eligible for

remission of twenty-five percent (25%) of the cost of private music lessons taken for credit as electives.

11.2.7 Unmarried dependents of Faculty Members are entitled to remission of one-half (1/2) of the instructional fee in the University nursery school.

11.2.8 The maximum number of credits at the undergraduate level to which full tuition remission benefits may be applied is 216, except that in cases where the minimum number of credit hours required to complete a program is larger than 216, that required number of credit hours shall be covered by tuition remission.

11.2.9 Effective September 1, 2008, for graduate/professional level programs in the Colleges of Law, Medicine and Pharmacy only, spouses, domestic partners and unmarried dependents of Faculty Members shall receive a fifty percent (50%) tuition remission.

Effective September 1, 2009, tuition remission benefits shall not apply to graduate/professional level programs in the Colleges of Law, Medicine, and Pharmacy.

The provisions of this Article (11.2.9) shall not apply to any spouse, domestic partner or unmarried dependent of a Faculty Member who is admitted and enrolled in a graduate/professional level program in the Colleges of Law, Medicine, and Pharmacy by the last day of the Spring 2008 term.

11.3 Non-credit courses. In all cases, no tuition remission shall be made for courses not carrying academic credit, with the exception of nursery school. Individuals covered by this rule may take noncredit course for one-half of the normal course fee, but no person will be allowed to take two or more such courses simultaneously at this rate. Registration will be handled on a first-come, first-serve basis with no more than twenty percent of the total available places being held for this purpose. A course not being closed on the first day of class may have additional individuals covered by this rule admitted at one-half of the normal course fee.

ARTICLE 12
MINIMUM SALARIES

- 12.1** The minimum base salary for all Bargaining Unit members shall be as follows:

<u>Rank Effective</u>	<u>9/1/2007</u>
Professor	\$62,718
Assoc. Professor	\$51,050
Asst. Professor	\$42,298
Instructor	\$36,464
Senior Librarian	\$62,718
Assoc. Sr. Librarian	\$54,113
Assoc. Librarian	\$49,590
Asst. Librarian	\$42,298
Beg. Librarian	\$36,464

Faculty Members earning a base salary below the effective minima shall move to the new minima and receive any across-the-board increase under Article 10.1 on his or her minima.

- 12.2** The minima shall apply to AAUP-represented adjuncts on a pro-rated basis proportional to their percent of full-time.

ARTICLE 13
OVERLOADS, EXTRA COMPENSATION

- 13.1** Overload teaching shall be permitted only in emergency situations. Extra payment for overload teaching will be paid in accordance with the following base schedule or at the adjunct rate in effect in the Faculty Member's college, whichever is greater:

<u>Rank</u>	<u>Per Credit Hour Per Quarter</u>
	<u>Effective 9/1/2007</u>
Professor	\$717
Associate Professor	\$651
Assistant Professor	\$592
Instructor	\$538

ARTICLE 14
ACADEMIC UNIT HEAD COMPENSATION

- 14.1** Compensation for Academic Unit Heads shall be based on their academic year base salary. That base salary shall be supplemented by an annual stipend for administrative duties in the range of \$5,000 to \$15,000, as recommended by the Dean and approved by the Provost, based upon the criteria developed pursuant to the "Academic Unit Head Stipend Criteria" Memorandum of Understanding (1986-1989 Agreement). That base salary shall be supplemented by a 2/9 supplement for full summer responsibility, 1/9 supplement for partial summer responsibility, or no supplement for no summer responsibility as recommended by the Dean and approved by the Provost.
- 14.2** The specific amount of stipend or supplement decided upon in individual cases under the provisions of this Article shall not be subject to Article 8, Grievance Procedure.

ARTICLE 15
ADDITIONAL COMPENSATION

- 15.1** In the event that the Administration wishes to make salary or benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, of correcting inequities proscribed by Article 4.1, including but not limited to those on the basis of gender or race, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to ensure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments thirty (30) days before they are implemented, and shall state the reasons with the specific documentation leading to the adjustment. In any one fiscal year the total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception should the one-half percent (.5%) cap be reached. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of

the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 16

MEDICAL, DENTAL, LIFE AND DISABILITY INSURANCE

- 16.1** The University shall provide for Bargaining Unit members the Choice Benefits Plan authorized under Section 125 of the Internal Revenue Code and subject to all federal, state and local tax laws and any changes which may occur therein. Whatever “pre-tax contributions” are specified, they are currently not subject to federal and state taxes but may be subject to city income tax. An open enrollment period will be held annually for four weeks usually in the fall academic quarter, during which Bargaining Unit members may revise their elections for the coming year. However, a Bargaining Unit member may revise his or her election upon a change of family status as provided under the plan and federal law. Bargaining Unit members must make family status changes within thirty-one (31) days of the event for coverage to be effective as of the date of the family status change. For new employees, a good faith effort will be made to have coverage effective the first day of employment, however, coverage shall be effective not later than the first day of the month following twenty-eight (28) days after appointment.

Not later than ten days prior to the expiration of the open enrollment period, each Bargaining Unit member who has not completed an election form will be notified that he or she will automatically be placed in the default plans if the form is not completed and returned by the end of the enrollment period.

- 16.2 Medical Insurance.** Bargaining Unit members may select any one of the following Health Insurance Plans:

- (1) Preferred Provider Organization (PPO) (before January 1, 2008),
Point of Service (POS) (on and after January 1, 2008)
- (2) Health Maintenance Organization (HMO)
- (3) First 1000 Plan

Bargaining Unit members may enroll in single medical insurance coverage or family coverage (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse, domestic partner, and unmarried dependent children to age 25, and children dependent under IRS rules who became disabled by mental retardation or physical handicap before age 19.

There is no lifetime dollar limit in the PPO, the POS, the HMO, or the First 1000 plan.

Insurance coverages will remain at least equivalent to those in the 2004-2007 Agreement, except as modified herein.

16.2.1 Preferred Provider Organization Access (PPO). All provisions for the PPO shall remain as described in the 2004-2007 Collective Bargaining Agreement through December 31, 2007. Effective January 1, 2008, the PPO will be replaced by a Point of Service (POS) plan, which shall be a PPO type plan design.

Point of Service (POS). The Point of Service Plan distinguishes between network and non-network providers with network providers having contracts with the POS. The participant may elect to use non-network providers, in which case the annual deductible of \$200 per person and \$400 per family applies.

Once the deductible is met, the plan pays 70% and the participant pays 30% of eligible non-network expenses to an out-of-pocket limit, including the deductible, of \$1,100 per person and \$2,200 per family each calendar year. The University will provide mail order prescription access. Co-payments for mail order prescriptions, ninety (90) day supply, will be \$20.00 for each generic, \$40.00 for each brand/non-generic and \$60.00 for each non-formulary, non-generic or non-formulary, generic. The employee co-payment for prescription drugs will be \$10.00 for each generic prescription, \$20.00 for each brand/non-generic prescription and \$30.00 for each non-formulary, non-generic or non-formulary, generic prescription. A \$15.00 co-payment will be required for each in-panel office visit/medical treatment received by POS participants. A \$75.00 co-

payment will be required for each emergency room visit.

Effective September 1, 2007 and ending December 31, 2007, Bargaining Unit members shall make monthly pre-tax contributions for the PPO equal to the monthly contributions made by Bargaining Unit members between January 1, 2007 and August 31, 2007.

Effective January 1, 2008, Bargaining Unit members shall make the following monthly pre-tax contributions for the POS:

Single 0.50% of base salary
Double 1.00% of base salary
Family 1.35% of base salary

Effective January 1, 2009, bargaining unit members shall make the following monthly pre-tax contributions for the POS:

Single 0.50% of base salary
Double 1.00% of base salary
Family 1.35% of base salary

Effective January 1, 2010, Bargaining Unit members shall make the following monthly pre-tax contributions for the POS:

Single 1.00% of base salary
Double 1.50% of base salary
Family 1.85% of base salary

16.2.2 Health Maintenance Organization (HMO). The Health Maintenance Organization covers preventive care as well as treatment of illness or injury. An HMO has contracts with a network of providers and the participant must use HMO providers for all non-emergency situations in order for the services to be covered expenses. Prescription drugs are covered with a co-payment of \$5.00 per generic formulary prescription at pharmacies specified by the plan, \$10.00 per non-generic formulary prescription at pharmacies specified by the plan and \$20.00 per non-formulary, non-generic or non-formulary, generic prescription at pharmacies specified

by the plan. Co-payments for mail order prescriptions, ninety (90) day supply, will be \$10.00 for each generic, \$20.00 for each brand/non-generic and \$40.00 for each non-formulary, non-generic or non-formulary, generic. A \$10.00 co-payment will be required for each office visit/medical treatment received by HMO participants. A \$50.00 co-payment will be required for each emergency room visit. Coverage for Speech, Physical and Occupational Therapy will be sixty (60) visits per calendar year.

Effective September 1, 2007 and ending December 31, 2007, Bargaining Unit members shall make monthly pre-tax contributions for the HMO equal to the monthly contributions made by Bargaining Unit members between January 1, 2007 and August 31, 2007.

Effective January 1, 2008, Bargaining Unit members shall make the following monthly pre-tax contributions for the HMO:

Single 0.50% of base salary
Double 1.00% of base salary
Family 1.35% of base salary

Effective January 1, 2009, Bargaining Unit members shall make the following monthly pre-tax contributions for the HMO:

Single 0.50% of base salary
Double 1.00% of base salary
Family 1.35% of base salary

Effective January 1, 2009, Bargaining Unit members shall make the following monthly pre-tax contributions for the HMO:

Single 1.00% of base salary
Double 1.50% of base salary
Family 1.85% of base salary

16.2.3 First 1000 Plan. The First 1000 Plan has no premium payments. There is a \$15 co-payment for each office

visit/medical treatment received by participants from network providers.

Each enrollee is provided an allowance of \$500 per calendar year toward medical services provided at network providers (exclusive of visit/treatment co-payments, prescription co-payments, and mental health and substance abuse co-payments).

Once the \$500 allowance has been exhausted, the enrollee pays 100% of all medical costs up to an annual maximum of:

	<u>Network</u>	<u>Non-Network</u>
Single	\$1000	\$3000
Double	\$2000	\$6000
Family	\$3000	\$9000

After payment of the maximum annual deductibles (noted above), network benefits are then covered at 100% or 80% for specified services; and non-network benefits are covered at 70% or 60% for specified services.

There is an additional co-pay of \$100 per day for the first five days of any inpatient admission.

Prescription drugs, at pharmacies specified by the plan, have a co-payment of \$10 for a generic formulary, \$20 for non-generic formulary, and \$30 for non-generic non-formulary.

The prescription drug co-payment for mail order, 90-day supply is \$20 for generic formulary, \$40 for non-generic formulary, and \$60 for non-generic non-formulary.

There is a \$100 co-payment for each emergency room visit, except that no co-payment is required if the patient is admitted as an in-patient as a result of the emergency.

Bargaining unit members who enroll in this plan must attend an information session to review the requirements and guidelines of the plan.

16.2.4 Waiver of Health Coverage. Faculty Members who can document that they have coverage under another health plan will have the option of waiving health coverage provided by the University. In exchange for such waiver a monthly credit of not less than \$100 may be received as cash in the paycheck by the Bargaining Unit member or applied to the cost of other benefits.

16.2.5 Spouse/Domestic Partner Surcharge. Effective January 1, 2008, there will be a \$50 per month surcharge for coverage of spouses and domestic partners of Faculty Members who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan.

16.2.6 Default Coverage. If the Bargaining Unit member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan -- HMO, single coverage. If the Bargaining Unit member is re-enrolling and does not return an enrollment form by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.2.7 Medical Coverage for Travel. A Faculty Member on academic leave or performing University business that requires the Faculty Member to reside away from his or her home for more than thirty (30) consecutive days and who wishes to have out-of-area medical coverage shall provide thirty (30) days advance notice of travel plans to the University Benefits Office. The Benefits Office will attempt to provide access to a network medical provider to the Faculty Member at his or her temporary location. If no network provider is available, the University will ensure that claims are reimbursed at in-network rates. Any Faculty Member enrolled in the HMO will be enrolled in the PPO or POS, without additional cost, during this period.

16.3 Dental Insurance. Dental Insurance Plan coverages are available for an individual employee or family (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse, domestic partner and unmarried dependent

children under age 19. Unmarried children between 19 and 25 are eligible dependents if they are full-time students. Bargaining Unit members may select any one of the following Dental Insurance options.

16.3.1 Basic Plan. All services are subject to an annual deductible of \$50 per person and \$100 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is not covered.

16.3.2 Ortho Plan. All services are subject to an annual deductible of \$50 per person and \$100 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is covered for unmarried dependent children under age 19 at 50% of covered services up to a lifetime maximum of \$1,000 per person. The orthodontia coverage is provided at cost on a pretax basis.

16.3.2.1 The Ortho Plan will be discontinued as of December 31, 2008.

16.3.3 Waiver of Dental Coverage. Bargaining Unit members may elect to waive dental coverage and receive a monthly credit of no less than \$18.00, which may be received as cash in the paycheck or may be applied to the cost of other benefits.

16.3.4 If the Bargaining Unit member is enrolling for the first time and does not select a Plan by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan, Basic Plan, single coverage. If the Bargaining Unit member is re-enrolling and does not return an enrollment form by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.4 Life Insurance. Bargaining Unit members may select any of the eight (8) Life Insurance Plan options to cover themselves only.

- Option 1 - 1 times annual base salary
- Option 2 - 2 times annual base salary
- Option 3 - 3 times annual base salary
- Option 4 - 4 times annual base salary
- Option 5 - 5 times annual base salary
- Option 6 - 6 times annual base salary
- Option 7 - \$5,000
- Option 8 - \$50,000

16.4.1 The University will contribute toward life insurance coverage a monthly amount equal to the Bargaining Unit member's monthly premium cost for Option 1 up to a maximum coverage level of \$50,000. Should the Bargaining Unit member select a more costly option, the Bargaining Unit member will be required to contribute the excess premium cost by salary reduction. Bargaining Unit members selecting Option 7 will receive a credit equal to the difference between the premium costs for Options 1, up to a maximum coverage level of \$50,000, and Option 7.

16.4.2 If the Bargaining Unit member is enrolling for the first time and does not select an Option by the enrollment deadline, the Bargaining Unit member will be enrolled in the default plan, Option 1, one (1) times annual base salary. If the Bargaining Unit member is re-enrolling and does not return an enrollment form by the enrollment deadline, the Bargaining Unit member will automatically be enrolled in the preceding year's plan.

16.5 Family Life Insurance. A Bargaining Unit member may purchase, on an after tax basis, life insurance coverage for his/her spouse, domestic partner or children in the amounts stated below, not to exceed 50% of the employee's coverage:

<u>Insurance for Spouse/Domestic Partner</u>	<u>Insurance for Children</u>
No coverage	No coverage
\$ 5,000	\$ 2,000
\$10,000	\$ 5,000
\$25,000	\$10,000

16.6 Personal Accident Insurance. A Bargaining Unit member may purchase, on an after tax basis, Accidental Death or Dismemberment Insurance (either single or family coverage) in the

amounts stated below:

No coverage
\$ 50,000
\$100,000
\$150,000

Coverage for spouse or domestic partner is equal to 50% of the employee's coverage. Coverage for dependent children is equal to 10% of the employee's coverage.

16.7 Long-term Disability Insurance (LTD). Bargaining Unit members may purchase on an after-tax basis either of two (2) Long-term Disability Insurance Plans:

Option 1 provides a benefit after four (4) months of 65% of base salary, up to a maximum monthly benefit of \$4,000.

Option 2 provides a benefit after six (6) months of 60% of base salary, up to a maximum monthly benefit of \$4,000, and retirement annuity coverage if the Bargaining Unit member becomes totally disabled.

Evidence of insurability is required if the Bargaining Unit member does not enroll in long term disability coverage when first eligible; then, coverage becomes effective upon acceptance by the insurance company.

Participants in the Expanded TIAA retirement plan receive retirement annuity coverage regardless of the LTD option chosen.

16.8 Health Care Account. Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by the plan, to be used for reimbursement of eligible expenses which are not covered by insurance. Eligible expenses are those permitted by federal tax law, except mileage and parking. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual. Assuming no negative balance, any excess funds attributable to Bargaining Unit members, at the end of a calendar year, will be applied to enhance wellness programs

(e.g., the Employee Assistance Program), for the benefit of Bargaining Unit members.

- 16.9 Dependent Care Account.** Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit. Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual. Any excess funds attributable to Bargaining Unit members shall be contributed to the U.C. Child Care Center, Inc.
- 16.10 Long Term Care Insurance.** Bargaining Unit members may purchase group long term care insurance, on an after-tax basis, which provides for skilled and custodial nursing care, home nursing care and adult day care. Evidence of insurability is required if the Bargaining Unit member does not enroll when first eligible, and is always required for enrollment of the spouse, domestic partner, parents, and parents-in-law.

ARTICLE 17

SICK LEAVE

- 17.1** Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year pro-rated on a monthly basis while in active pay status up to a maximum of three-hundred (300) days.
- 17.2** The University shall maintain a Sick Leave Bank for the use of Bargaining Unit members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Bargaining Unit members. In order to draw upon the Bank, a Bargaining Unit member must make a written request to the academic unit head who will forward the request to the University Contract Administrator for implementation. Requests beyond 150 days, for a single illness or injury, must be approved by the University Contract Administrator and the AAUP.
- 17.3** Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious

disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family, or his or her domestic partner and/or children thereof, registered according to the appropriate process and in a timely manner through the Human Resources Department.

- 17.4** When using full or partial sick leave days, the member shall immediately notify his or her academic unit head and advise of the estimated duration of absence.
- 17.5** All use of full or partial sick leave days must be reported to the academic unit head on the appropriate University form. Each Bargaining Unit member may annually review the number of sick days used and the number still available for use.
- 17.6** Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability. Accumulated sick leave days may also be used for normal childbirth. Just prior to initiation of use of sick leave for childbirth and recovery, the Bargaining Unit member shall provide to the academic unit head in writing from her physician the expected date of delivery. If the use of accrued sick leave days for childbirth exceeds ten (10) calendar weeks, the academic unit head may request that the Bargaining Unit member provide a note from her attending physician specifying the probable date of return.
- 17.7** Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. No action shall be taken by the University to release a Bargaining Unit member because of illness or disability while on sick leave with pay.
- 17.8** Persons using accumulated sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been using accumulated sick leave days.
- 17.9 Extended Sick Leave**

- 17.9.1** If an absence is to exceed fourteen (14) days, the Bargaining Unit member must notify his or her head of the probable duration of the absence. The academic unit head shall forward this information to the Dean or the appropriate administrator and the appropriate Provost for implementation of an extended sick leave.
- 17.9.2** During any extended sick leave the University may from time to time require a statement from the Bargaining Unit member's physician as to his or her continued disability or illness and the date of probable return.
- 17.9.3** Bargaining Unit members on extended sick leave are advised to seek the counsel of the Benefits Office as to those particular benefits associated with each retirement system.
- 17.9.4** Bargaining Unit members covered by the STRS/OPERS systems or City Retirement must use the benefits available to them under those systems.
- 17.9.5** For those Bargaining Unit members not covered by state systems, the following provision applies:
- A Bargaining Unit member enrolled in the long term disability insurance plan, as described in Article 16, and who is unable to perform his or her assignments following the initiation of a continuing illness or injury, is eligible to apply for benefits under the terms of the long-term disability insurance plan. Long-term disability need not go into effect until accumulated sick leave days have been exhausted.
- 17.9.6** A person on extended sick leave for a continuous period of at least 10 weeks may request an extension of the seven-year probationary period of up to one year, provided that all time off the tenure clock totals no more than two years during the probationary period. The request must be approved by the academic unit head, dean, and provost. Granting of an extension of the probationary period because of extended sick leave to the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of the leave.

17.10 Medical Leave Without Pay

- 17.10.1** Subsequent to the exhaustion of accumulated sick days, the Bargaining Unit member not covered by STRS, OPERS or City Retirement may apply for up to one year medical leave without pay. During this one-year period, he or she will retain all University-provided benefits except for vacation and sick leave accrual and retirement contributions based on salary. The Bargaining Unit member may elect to use any accrued vacation prior to going on medical leave without pay.
- 17.10.2** One-year medical leaves without pay are renewable twice. During the renewals, a Bargaining Unit member may participate in the same fringe benefits as in the first year of medical leave without pay by payment of the full costs thereof. Arrangements for payment must be made through the Benefits Division.
- 17.10.3** A Bargaining Unit member on medical leave without pay shall be entitled to return to active status should the disability or illness end, on the following terms:
 - 17.10.3.1** A Bargaining Unit member with tenure at the time of disability will be recalled with tenure upon recovery; or
 - 17.10.3.2** A Bargaining Unit member without tenure will be recalled to complete the term of his or her contract and prior University service shall count as part of the probationary period.
- 17.10.4** No action may be taken by the University to release a Bargaining Unit member because of sickness or disability while the Bargaining Unit member is on medical leave without pay.
- 17.10.5** Bargaining Unit members eligible for reinstatement following medical leave without pay shall upon their return receive the benefit of any salary increase or change in benefits implemented during the time of their medical leave without pay.

17.10.6 Following the completion of the final year of medical leave without pay, the University may, at its discretion, choose to release a Bargaining Unit member.

17.11 Continuation of Extended Sick Leave/Medical Leave. Normally, the decision about whether a Bargaining Unit member should take or continue on sick leave or medical leave without pay or return to active faculty status will be made by the Bargaining Unit member following consultation with his or her attending physician. If, however, there is a disagreement between the University and a Bargaining Unit member in such matters, the following procedure shall apply:

17.11.1 The Bargaining Unit member and the University shall each designate a medical doctor specializing in treatment of the Bargaining Unit member's alleged illness or disability.

17.11.2 The two medical doctors shall confer and choose by agreement a third medical doctor. These three doctors shall be given the right to examine the Bargaining Unit member and review his or her medical records.

17.11.3 After such examination, the three medical doctors shall confer and decide by majority vote among them whether the Bargaining Unit member is so disabled as to be unable to adequately perform under the terms of his or her contract with the University. The decision of the doctors shall be binding upon the University and the Bargaining Unit member.

17.11.4 The University shall bear all costs associated with examinations and opinions rendered under this procedure.

17.12 Continuation of Benefits. A Bargaining Unit member who is approved for long-term disability benefits, may continue to participate in University medical and dental benefits, after release from the University, by payment of the costs thereof, unless these benefits are provided through STRS, OPERS, City Retirement, or a government agency.

17.13 Payment for Accrued Sick Leave at Retirement

- 17.13.1** At the time of retirement from active service, Bargaining Unit members who are members of a retirement system and who meet the age and service or disability requirements to be eligible for retirement under the applicable system, and have applied for and will begin drawing a pension benefit from the applicable retirement plan, and with ten or more years service with the University, the State, or any of its political subdivisions, may elect to be paid in cash for one-fourth of the value of unused, accrued sick leave credit, up to a maximum of thirty (30) days.
- 17.13.2** Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave credit up to a maximum of sixty days. Any Bargaining Unit member who meets the age and service requirements above, with three hundred (300) or more days accrued as of December 31, 1989, shall automatically access this benefit upon retirement.
- 17.13.3** Payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in Subsection 17.13 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 17.13.

ARTICLE 18

RETIREMENT PROCEDURE AND PROGRAMS

- 18.1 Retirement Procedure.** Any Bargaining Unit member electing to take retirement under a retirement system identified in 18.2 of this Agreement, should give the Dean or appropriate administrator and University Benefits Division six months notice of the anticipated date of retirement. Within ten (10) days after receipt of the notice,

the Dean or appropriate administrator shall notify the Bargaining Unit member of the benefits available to the Bargaining Unit member and any application or other procedural requirements. After receipt of this information, the Bargaining Unit member shall have thirty (30) days to rescind in writing his or her notice of retirement. If not so rescinded, the retirement notice shall become effective according to its terms.

18.2 Retirement Programs

18.2.1 STRS and OPERS. Members of the Bargaining Unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio (STRS) or in the Ohio Public Employees Retirement System (OPERS) with eligibility and contributions as determined by regulations of said retirement systems. The rates on the effective date of this Agreement were:

STRS: University 14.0% Bargaining Unit Members 10.0%
OPERS: University 13.31% Bargaining Unit Members 8.50%

18.2.2 CITY. Bargaining Unit members appointed prior to July 1, 1977, who elected to remain in the City of Cincinnati Retirement System shall make periodic contributions in accordance with the City of Cincinnati Retirement System contribution schedule. The rates on the effective date of this Agreement were:

University 15.75% Bargaining Unit Members 7.0%

18.2.3 TIAA. Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association (TIAA) retirement system (or alternatives) shall make periodic contributions with the University according to the following schedule:

On the first \$8,000 of salary
University 12.75% Bargaining Unit Member 6.35%

On salary between \$8,000 and \$16,500
University 16.25% Bargaining Unit Member 10.35%

On salary over \$16,500
University 10.50% Bargaining Unit Member 6.80%

The University also shall make payments of .10% on the first \$16,500 of salary for retirement plan waiver in the event of disability.

18.2.3.1 Changes in Contribution Rates. For the purpose of contributions for individuals participating in the expanded TIAA retirement system after July 1, 1977, when a percentage increase in contribution rates to STRS or OPERS is required, the exact same percentage increases will be added to the expanded TIAA annuity contributions. However, should STRS and OPERS adopt a percentage increase for the same purpose but at different times, the adjustment in TIAA contribution rates shall be made only once.

18.2.3.2 Definition of Salary. The term “salary” as used in 18.2.3 shall mean the annual base salary on a mandatory basis and, on an optional basis, all additional University compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked once during each calendar year and must be consistent with Federal Tax Law.

18.2.3.3 Survivorship Insurance. The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees. The managing Board must meet at least two times a year and provide timely written reports of such meetings to the parties to the contract. Failure to provide said reports or to comply with the Trust Agreement will result in the removal of any or all members of the Managing Board. The Chairperson of the Managing Board will be responsible for communicating with the parties to the contract and for providing all required reports.

18.2.4 Alternative Retirement Program (ARP). Full-time (100% FTE) Bargaining Unit members appointed after June 23, 1998 can elect to participate in the Ohio Alternative Retirement Plan (ARP). Eligible members may make a one time irrevocable election to opt out of the State Teachers Retirement System (STRS) or the Ohio Public Employees Retirement System (OPERS) and participate in the ARP. The election must be made within ninety (90) days of the date of hire.

Bargaining Unit members participating in the ARP shall make periodic contributions with the University. The rates on the effective date of this Agreement are:

STRS Eligible:

ARP: University 10.5% Bargaining Unit Members 10.0%

OPERS Eligible:

ARP: University 12% Bargaining Unit Members 8.5%

The University contribution may be adjusted based on any changes to the unfunded liability percentage remitted to STRS and/or OPERS and set by law and/or the Ohio Retirement Commission.

18.3 The AAUP and University Human Resources will jointly sponsor a Retirement Exit Seminar annually. Topics will include: health care options, and other benefits such as parking, use of Library, and bookstore discounts.

18.4 Medical Benefits to Previous Early Retirees. The University will continue to provide retirees in the Early Retirement Programs existing in prior contracts with the Medical Benefits available to active Bargaining Unit members until alternative medical coverage is available through another retirement plan or governmental program (e.g., Medicare), another employer, or until the age of 70, whichever occurs first. Notwithstanding the above, for participants approved in 1989, and who retired on or before September 1, 1990, medical benefits upon retirement shall be those in effect prior to January 1, 1990. Early retirees under prior contracts must enroll in Medicare in accordance with applicable federal law. For those enrolled in Medicare, the University will pay the full cost of

Medicare-complimentary coverage (*i.e.*, gap filler coverage equivalent to coverage available to active status Bargaining Unit members; gap filler is not available through the HMO).

- 18.5** The University, at its discretion, may grant retirement incentive benefits at any time outside the scope of this Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the academic unit head, the Dean, and the University Contract Administrator.

ARTICLE 19

PERSONAL, CHILD-REARING, VACATION, AND MILITARY LEAVES

19.1 Personal Leave

- 19.1.1** Bargaining Unit members may at any time submit a written request to their academic unit head for a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs including the needs of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. The leave may include the option of reduced responsibilities, for which the person on leave will be compensated proportionally.
- 19.1.2** The request shall state the reason for and precise term of the leave. Upon recommendation by the academic unit head, approval of the Dean or appropriate administrator, a leave of absence without pay may be granted by the Provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the provost's decision within fourteen (14) days of the provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.
- 19.1.3** A Bargaining Unit member on a full-time personal leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver signed by the individual will act automatically to extend the term of the current appointment for a period of

time equal to the period of leave. A Bargaining Unit member on a full-time personal leave for less than one year or who requests reduced responsibilities, may request a waiver which would provide that the reappointment or tenure be considered during the terminal year.

- 19.1.4** A person on personal leave shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on personal leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the benefits division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2 Child-Rearing Leave

- 19.2.1** A Bargaining Unit member may request a Child-Rearing Leave of Absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family and needs relating to the children of a domestic partner registered according to the appropriate process and in a timely manner through the Human Resources Department. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the academic unit head normally at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the academic unit head, and subject to the concurrence of the dean or appropriate administrator, a Child-Rearing Leave may be granted by the appropriate provost. The Dean or appropriate administrator shall notify the Bargaining Unit member of the provost's decision within fourteen (14) days of the Provost's receipt of the request. Extensions of Child-

Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

19.2.2 A Bargaining Unit member on a full-time Child- Rearing Leave for at least one year shall have the option of signing a waiver which would provide that the period of leave will not be considered in counting the years toward tenure. Such a waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.

19.2.3 A person on Child-Rearing Leave shall be provided all fringe benefits, except for retirement, for the period of the leave or one academic quarter (10 weeks), whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on Child-Rearing Leave is fulfilling partial responsibilities, benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of his or her portion of the costs. Payment arrangements must be made with the Benefits Division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.2.4 A tenure-track faculty member who is in the probationary period and who has substantial responsibility for the care of a newly born infant or a newly adopted child under the age of five may request an extension of the seven-year probationary period of up to one year for each event of birth or adoption provided that all time off the tenure clock totals no more than two years during the probationary period. The request must be approved by the Academic Unit Head, Dean and Provost.

This provision does not require that a formal leave of absence be taken.

An untenured Faculty Member who has substantial child care responsibilities that begin after the start of the Winter

Quarter in the penultimate year of service toward the tenure clock limit, will not be granted an extension of the probationary period.

Time off the clock granted under the provision of childcare responsibilities in combination with any other approved time off the clock, cannot exceed two years.

Other than the change in years of service required, the academic and other standards required for granting of tenure shall not differ from those applicable to faculty members not seeking an extension.

19.3 Vacation Leave for Faculty on Four Quarter Appointments.

19.3.1 Faculty Members on Four Quarter appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths ($1\frac{5}{6}$) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year-to-year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued. Vacation may be taken after completion of six (6) months of University service.

19.3.2 After one year of service, Faculty Members on Four Quarter appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

19.3.3 Librarians on ten (10) month appointments and part-time Librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

19.4 Military Leave. The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

ARTICLE 20

SPECIAL OR EMERGENCY LEAVES

20.1 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, including for the birth or adoption of a child. Leaves may be requested by a Faculty Member and granted if supported by the unit head, Dean or Library Administrator, and Provost. The terms and conditions of such leaves shall be mutually approved by the Faculty Member and the Administration. Requests for such leaves will not be unreasonably denied.

ARTICLE 21

RIGHTS AND DUTIES OF THE AAUP AS AGENT

- 21.1** The University and the AAUP recognize that each has responsibility for the administration of this Agreement.
- 21.2** The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of AAUP membership, nor shall any attempt be made to discourage membership in the AAUP.
- 21.3** Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees and/or professional associations.
- 21.4** The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.
- 21.5** The AAUP shall have the right to deposit moneys with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.
- 21.6** The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus

groups or organizations, at the same cost regularly assessed other campus groups.

- 21.7** On or before September 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.
- 21.8** The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to Faculty representatives to the Board.
- 21.9** During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant, and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to exclude the providing of raw data.
- 21.10** The University will continue to provide the AAUP with access, as mutually agreed, to the employee data base pertaining to current status (initial appointments, terminations, salaries, leave status, email addresses and change of membership) of all members of the Bargaining Unit. These data shall be provided on or before August 15th, December 15th, February 15th, and April 15th of each year.
- 21.11** The University will pay all costs of printing and binding copies of this Agreement. The number of copies will be determined jointly, and distribution will be shared by the University and the AAUP.
- 21.12** The University will continue to provide the AAUP with access, as mutually agreed, to student enrollment data as prepared by the University Registrar.

21.13 During the term of this Agreement, the AAUP may use without charge from the University, long-term office space, network access, telephone, copying and printing facilities having a total value of no more than seventy-five thousand dollars (\$75,000), as determined by the University's standard charging practices, reduced by one-half of the printing and binding costs incurred under Section 21.11 above. AAUP office space will be accessible to all members of the Bargaining Unit including disabled Faculty Members, will be on West Campus, and may be relocated by the University only after notice and discussion with the AAUP. The University will not deduct, from the seventy-five thousand dollars (\$75,000) specified above, more than eight thousand two hundred dollars (\$8,200) per year for the use of the AAUP office space. The Office of Labor Relations will assist the AAUP with keys and access to technology, when necessary.

ARTICLE 22

UNION DUES CHECK-OFF AND FAIR SHARE FEES

22.1 Fair Share. The Union shall fairly represent all employees covered under this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall, within sixty (60) days of employment or within sixty (60) days of the effective date of this Agreement (whichever is later), either execute a union membership and payroll dues deduction form or shall have a fair share fee deducted from their payroll checks. Thereafter, not later than the first day of the month following fifteen (15) days notice of a fair share fee payer's execution of a union membership card, the University shall put into effect the appropriate dues rate and deduction.

Within sixty (60) days of the effective date of this Agreement, the Union shall notify the University of the fair share fee to be in effect until the calendar year 2007 audit has been completed. Thereafter, on or before December 31 of each year the Union shall submit to the University an Affidavit of an officer of the Union which specifies the amount constituting the fair share fee for the next twelve (12) months, which amount shall not exceed the dues uniformly required of members of the Union. The Affidavit shall describe the rationale and method by which the fair share fee was calculated, and shall include a copy of an independent audit obtained by the Union providing the basis for the calculation of the fee. The Affidavit shall

certify to the University that a notice concerning the calculation of fair share payments has been distributed to non-members and shall include a copy of such notification. Following receipt by the University of the Union's affidavit, if the University agrees with the Union's fair share fee calculations and procedures, the University shall adjust the amount of the established fair share fee in accordance with the information provided in the Union's Affidavit, effective with the next paycheck due to members of the Bargaining unit, no sooner than ten (10) days following receipt of the Union's Affidavit. If the University disagrees with the Union's fair share fee calculations or procedures, it shall request additional information and/or modification of the calculations and/or procedures. When the University is satisfied that the calculations and/or procedures are proper it shall adjust the amount of the established fair share fee in accordance with the Union's Affidavit, effective with the next paycheck due to members of the bargaining unit no sooner than ten (10) days following receipt of the Union's Affidavit. If the University and the Union cannot agree on the calculations and/or procedures, the matter will be submitted to binding arbitration in accordance with the arbitration provisions of this contract. Upon receipt of the arbitrator's decision, any adjustments will be made effective with the next paycheck due to members of the bargaining unit.

An employee who exercises his or her rights under the Ohio Revised Code 4117.09(c) shall, after a determination has been made in his or her favor by the SERB, meet with the Union to jointly select a lawful charitable fund to which the University shall, as a condition of employment, remit an amount equal to the fair share fee on a monthly basis.

- 22.2 Dues Deduction.** In equal monthly installments, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction and the established fair share fee from each non-member. These deductions shall be transmitted to the Union no later than the tenth (10th) day of the following month, together with an alphabetized list of all employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from September 1 preceding the date of its delivery to the University by the Union, or until the employee moves into a classification not represented by the Union or employment is terminated (whichever occurs sooner). This authorization shall be

automatically renewed each September 1 thereafter and shall be irrevocable for said periods of one (1) year unless written notice revoking such authorization is given to the University by the Union within the first twenty (20) days of August.

- 22.3** The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.
- 22.4** In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP, and a refund, if appropriate, shall be made by the AAUP.

ARTICLE 23

RELEASED TIME

- 23.1** The University shall grant up to forty-two (42) quarter hours, or fourteen (14) quarter courses for Faculty Members, or equivalent duties for Librarians in each academic year covered by this Agreement for use by: the President of the UC Chapter, AAUP; the Chairperson of an AAUP standing committee, provided, however, that no more than one such chairperson shall have released time in any given quarter; the Chairperson of the Associates Council;; members of contract mandated committees; and, in those academic quarters during which negotiations are scheduled, any member of the AAUP Negotiating Team. Released time must be requested with at least twenty-one (21) days notice by communication from the President of the AAUP to the University Contract Administrator.
- 23.2** The Dean or appropriate administrator will be informed of the request by the University. The specific details of the release from teaching or library duties will be worked out between the individual requesting released time and the Dean or appropriate

administrator. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for Librarians for the reasons listed in this Article. Approval of the Dean or appropriate administrator must be obtained as to the particular teaching or library duties from which the Faculty Member is to be released.

ARTICLE 24

FACULTY DEVELOPMENT OPPORTUNITIES

- 24.1** The University and the AAUP recognize that Faculty development is a shared responsibility of Bargaining Unit members and academic administrators. To that end, the University and AAUP pledge to work together to create and support a range of professional development opportunities appropriate to the various colleges, libraries, populations, and academic missions of this institution. The purpose of a development program is to improve the quality of the teaching, research, and service in individual units and in the University as a whole, by assisting Bargaining Unit members in reaching their full potential as researchers, teachers, and/or as librarians.
- 24.1.1** A Faculty development program must address needs of Bargaining Unit members at varied stages of their careers. For example, the following purposes may be identified with three distinct needs:
- 24.1.1.1** relief strategies to facilitate the work of active researchers and engaged, effective teachers and librarians;
 - 24.1.1.2** recharging strategies designed for the researcher/scholar, teacher or librarian in need of stimulation; and
 - 24.1.1.3** redirecting strategies to offer individuals a new start.
- 24.1.2** Included among development opportunities should be programs on curricular and technological innovation, the RPT processes, leave and grant applications, administrative issues for academic unit heads, and retirement planning.

- 24.2 Annotated Publication of Faculty Development Resources.** To insure that the Faculty of the University may avail themselves of professional development resources, it will be the obligation of the University Faculty Senate, working through its college and library senators and with the academic Vice Presidents and Deans to disseminate an inclusive list of development opportunities available. This will include the types of programs planned, those who may participate, special funding, special focus of awards which are available, etc.
- 24.3 Faculty Development Programming.** Each college and library system will develop a process for planning and implementing annual Faculty development programs. The process will include joint Faculty and administrator involvement. Plans may include workshops, conferences, seminars, or individual counseling to assist Faculty in meeting their professional development goals. Each college and library system will provide information for the resource list compiled by the Faculty Senate.
- 24.4 Cross-College Opportunities.** Among the options that should be available for Faculty development, the AAUP and the University endorse the concept of cross-college opportunities and exchanges, involving this University and others. This sharing of academic resources affords new professional experience to individuals and brings new energy and insight into the academic units involved.
- 24.5 Special Duty Assignment.** When it is mutually advantageous to an individual and an academic unit, college, or library system, a Bargaining Unit member may be released from regular duties and assigned special duties in connection with specific research, scholarly, or unit/college/library projects. Bargaining Unit members, academic unit heads, or Deans may initiate a request for Special Duty Assignment; however, in any case, all parties must agree that the proposed Assignment is mutually advantageous.
- 24.6 Professional Travel.** The AAUP and the University encourage Faculty participation in activities sponsored by professional organizations. This includes presenting papers at meetings, serving as officers, and attending and participating in general meetings, seminars, and workshops. Bargaining Unit members receive reimbursement for travel expenses in accordance with procedures and criteria established by the governance structure of the

appropriate academic unit or library system. Each academic unit or library system will establish in a democratic manner, the criteria and procedures for the allocation of travel funds. These criteria and procedures will be submitted to the Dean or appropriate Library Administrator for approval and subsequently published and distributed to each member of the academic unit or library system. These approved procedures may include a committee elected from the unit to make recommendations to the unit head. Bargaining Unit members are also encouraged to apply for assistance from other sources beyond the unit's travel budget. They should consult the annotated Faculty development resource list published by the University Faculty Senate. University Rules for Reimbursement of Travel Expenses will apply in all cases.

- 24.7 Professional Development Funds.** The University shall provide \$560,000 for each of the three years of this contract to fund professional development. Any professional development funds undistributed at the end of each contract year will be added to the amount available for the next year. Any monies awarded through individual grants by the faculty development council, but which remain unspent past the deadline established by the council, shall be returned to the control of the faculty development council.

Application guidelines and the disbursement of these funds shall be determined democratically by a Professional Development Committee consisting of three (3) individuals appointed by the Administration, three (3) individuals elected by the Faculty Senate, and the Vice Provost for Faculty Development as ex officio chair. The Committee may also seek advice from others with particular knowledge or expertise, or it may consult with groups such as the University Research Council for advice about decisions.

ARTICLE 25

ACADEMIC LEAVE

- 25.1 Academic Leave.** The following provisions shall govern academic leave for Faculty Members except sections 25.1.3.3 through and 25.1.3.5, which apply exclusively to Librarians.

25.1.1 Academic leave is one of the primary means through which professional development can be encouraged and cultivated for Faculty Members. Academic leave may be granted by

the Board on recommendation of the President, for purposes of promoting individual Faculty development that promises to serve the academic interests of the University. Academic interests here mean promotion of excellence in the production and/or dissemination of knowledge. The granting of academic leaves shall not be determined solely by financial considerations.

25.1.2 Filing of Leave Request. Except in emergency or unusual cases, Faculty Members applying for academic leave shall file requests at the academic unit level, or with the Library Administrator, by October 31 of the year preceding the academic year in which the proposed leave will occur. The specific leave option must be indicated in the October 31 request and may be changed after that time only at risk of disapproval.

25.1.3 Guidelines for Academic Leave Applications. Applications for academic leave shall include a plan for use of the time, and rationale that is consistent with the academic interests of the University as defined in Subsection 25.1.1.

25.1.3.1 Applications for academic leave for Faculty Members shall be discussed and evaluated by academic-unit-level Faculty Members (and also, for the College of Medicine only, adjunct, affiliated and volunteer Faculty) according to the following guidelines. Each academic unit shall democratically determine how its review will be conducted. Academic unit level discussion shall address means of implementation of the leave as regards the applicant's teaching responsibilities and supervision of students. Evaluative criteria shall include the quality of the proposal and its potential contribution to the applicant's professional development and academic performance. The applicant's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

25.1.3.2 Academic unit head recommendations of the applications will be submitted to the Dean or appropriate administrator, who will forward all of

them, with his or her recommendation, to the Provost. A Faculty Member shall have the right to withdraw a request for academic leave at any time.

25.1.3.3 Applications for academic leave for Librarians shall be discussed and evaluated by the Librarians RPT Committee prior to the Library Administrator's recommendation and according to the following guidelines.

25.1.3.4 The Librarians RPT Committee shall review and evaluate in a timely manner all applications for academic leave. Evaluative criteria employed shall include the quality of the proposal, and its potential contribution to the applicant's professional development and job performance. The applicant's choice of leave option shall not prejudice or adversely affect the evaluation of the application.

25.1.3.5 The Librarians RPT Committee shall submit a recommendation on all leave applications to the appropriate Library Administrator. The Library Administrator shall forward to the Dean or Provost, as appropriate, all requests for academic leave with his or her recommendation. A Librarian shall have the right to withdraw a request for academic leave at any time.

25.1.4 Academic Leave Options. After seven years of full-time service, Faculty Members may take academic leave according to the following options:

25.1.4.1 A leave of three (3) consecutive quarters (or 2 semesters as appropriate to the academic unit) at two-thirds academic base salary; or, for those Faculty Members whose service shall consist of seven (7) twelve-month contracts, a leave of four (4) consecutive quarters at two-thirds academic base salary.

25.1.4.2 A leave of two (2) consecutive quarters (or 1 semester as appropriate to the academic unit) at full academic base salary. Faculty Members on 12-month contracts may take eight (8) months of academic leave at full salary.

25.1.4.3 A leave of six months (as appropriate to the academic unit) at full academic base salary, divided into:

2 leaves of 3 months each
3 leaves of 2 months each
4 leaves of 1.5 months each
6 leaves of 1 month each

or any combination of above to total six months. Faculty Members on 12-month contracts may take any combination of one (1) month leaves, consecutive or otherwise, to total eight (8) months.

25.1.4.4 Total leave time must be completed before eligibility for future leaves shall begin to accrue.

25.2 Guidelines for Academic Leaves

25.2.1 Upon completion of the academic leave, the Faculty Member shall submit to the academic unit head or appropriate administrator and Dean, a written summary detailing attainments in relation to the proposal and assessing the leave in terms of professional development. Individuals are expected to share with colleagues (e.g., through seminars, exhibitions, performances, report to academic unit Faculty, etc.) their accomplishments during the academic leave.

25.2.2 A person granted leave shall not, except by permission of the Board on recommendation of the President, accept additional remuneration during the period beyond that paid him or her by the University and any prizes or awards that may be given to him or her.

- 25.2.3** A person on leave shall receive any salary increase, promotion, or indefinite tenure which would have been received had the person remained in residence.
- 25.2.4** Except where an earlier retirement is approved by the Administration, all leaves shall be granted on the condition that recipients are obligated to return to the University for at least one academic year immediately following the period of leave.
- 25.2.5** A person on academic leave shall receive all benefits to which he or she would have been entitled if not on leave. All benefits which are based on salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on leave. Contributions for retirement shall be based on the percentage of academic base salary paid by the University during the leave. If full academic base salary is not paid, the Faculty Member may at his or her option raise all salary-based benefits, except retirement, to their full level upon payment by the individual of the costs thereof. Retirement contributions may be raised to their full level, subject to restrictions of the appropriate retirement plan. Payment arrangements must be made with the Benefits Division.

ARTICLE 26

PROFESSIONAL LEAVE

- 26.1 Professional Leave.** Professional Leave without pay may at times be beneficial to both the individual and the University.
- 26.2 Guidelines for Professional Leave**
- 26.2.1 Filing of Leave Request.** Faculty Members may at any time request a Professional Leave of absence without pay from one quarter to one full academic year to participate in work in the field of education, research, or other professional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may continue through a second year. Leave requests shall be submitted in writing to the academic unit head at least ninety (90) days in advance of the date the

proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the academic unit head and subject to the concurrence of the Dean or administrator, a leave of absence without pay may be granted by the Provost. The Dean or administrator shall notify the Faculty Member of the Provost's decision within fourteen (14) days after the Provost's receipt of the request. Extensions of Professional Leave shall be handled in a similar manner.

- 26.2.2** The request for Professional Leave submitted to the academic unit head shall indicate the reasons, if any, why the quarters of Professional Leave should be counted toward those quarters needed to qualify for Academic Leave. Notification from the Dean or administrator that the leave has been granted shall also advise whether the quarters of professional leave may be counted toward qualifying for Academic Leave.
- 26.2.3** A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. A person on Professional Leave shall have the right to use University facilities and to apply for academic unit funds or funds from other University sources under the same conditions as if the person were not on leave.
- 26.2.4** A Faculty Member on Professional Leave shall receive all benefits, except retirement, to which he or she would have been entitled as if the person were not on Professional Leave, unless these are provided through the circumstances of the leave. All benefits which are based on

salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on Professional Leave. The continuation of salary-based benefits is upon payment by the individual of their portion of the costs. Payment arrangements must be made with the Benefits Division.

ARTICLE 27

GOVERNANCE OF THE UNIVERSITY

- 27.1** The variety and complexity of tasks performed by institutions of higher education produce an interdependence among constituent elements of the University. Adequate communication is therefore essential, and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility for governance will take a variety of forms, as situations require. Initiative may emerge at one time or another from all institutional components, and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element. Shared responsibility for governance is based upon mutual trust and respect for diverse interests and perspectives and is an iterative and consultative process. To be effective, shared governance clearly defines roles, scope of authority, and responsibility for decision-making among faculty governance bodies and university administrators. Effective shared governance also requires joint responsibility for timely implementation.
- 27.2** The Rules of the Board recognize the Faculties of the colleges and other units, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students (including, but not limited to, articulation and scholarship agreements with other institutions), the courses of instruction to be offered, grading policy, recommendations for degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited by, the provisions below:

- 27.2.1** The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.
- 27.2.2** Each college Faculty shall have the right to advise, aid, and counsel the Dean of the college on matters affecting the college and the University, and shall be given sufficient time to do so. Each college Faculty may elect a Faculty committee to exercise the powers of the college Faculty in the interim between its meetings.
- 27.2.3** Each unit shall have the right to advise, aid, and counsel the unit head on matters affecting the unit, college, and University and shall be given sufficient time, in such matters, to do so. The unit may, at its option, have an elected committee to exercise the powers of the unit in the interim between its meetings.
- 27.2.4** If a question arises as to whether a matter is a unit, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.
- 27.2.5** The Faculty shall have a voice through Faculty representatives elected for that purpose at the unit, college, and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly, Faculty representatives elected for that purpose shall have a voice at the unit, college, and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.
- 27.2.6** The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.
- 27.2.7** With respect to Faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the Faculty which shall have the right to advise the President and the Vice Presidents. Appropriate released time will be arranged for the chair of the Faculty Senate.

27.2.8 Well in advance, but at least ninety (90) days before the final budget recommendation of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

27.2.9 Librarians shall have the right to advise, aid, and counsel the appropriate library administrator, supervisor, or head on matters affecting the unit, department, library and library systems, and University and shall be given sufficient time, in such matters, to do so. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The Librarians in each library system may, at their option, have an elected committee to exercise the powers of the Librarians in the interim between their meetings.

27.2.10 It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

27.3 Shared governance mechanisms at the college, library system, and university levels will be established, reflecting the principles outlined in 27.1 and 27.2.

ARTICLE 28

RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

28.1 Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of Faculty (which, as used in this Article, is defined as termination of tenured Faculty or termination of untenured Faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be

available and which the AAUP may request within the ten (10) days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board, and the Board shall not accept recommendations from either party, until thirty (30) days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) days after the giving of any additional data the AAUP may have requested as provided above. Discussions by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of Faculty may not take place until the formal declaration of financial exigency has been made by the Board, which must include a statement of the amount of money needed to relieve the exigency.

28.2 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP. All appointments shall be made within ten (10) days after the formal declaration of financial exigency. If such appointments have not been made within such a ten (10) day period, the members of the Committee who have been named within the ten (10) days shall constitute the Committee and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) days within which to develop recommendations unless such time is extended by the Board.

28.3 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

28.3.1 The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

28.3.2 Before retrenchment of Faculty, budgets shall be cut or activities eliminated or reduced that (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.

28.3.3 When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

28.3.4 Before the final recommendations are made with respect to the termination of Faculty, the Committee shall first notify the Faculty Members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

28.3.5 As to order of retrenchment, in the event that retrenchment of Faculty is necessary:

28.3.5.1 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time Faculty Members shall be released before any full-time, non-tenured Faculty Member is released, unless this would result in a serious distortion of the academic program in which the part-time or fulltime, non-tenured Faculty Members are engaged. Part-time and full-time, non-tenured Faculty Members shall be released before any full-time, tenured Faculty Member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured, and full-time, tenured Faculty Members are engaged. The Committee shall also follow the principle that if

there is a choice between retaining a full-time Faculty Member or part-time Faculty Member, preference shall be given to the full-time Faculty Member, unless the part-time Faculty Member's contribution is necessary to the educational program of the academic unit and cannot be provided by a full-time Faculty Member.

- 28.3.5.2** If the recommendation does not involve the discontinuation of a program, academic unit, or college, but would result in the termination of tenured Faculty Members and the retention of non-tenured Faculty Members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program from which the tenured Faculty Members are released.
- 28.3.5.3** If a recommendation involves the discontinuation of a program, academic unit, or college, the Committee shall investigate at least those issues listed in Subsection 29.5 of Article 29, Termination Because of Discontinuation of a Program, Academic Unit, College, or Library, of the program, academic unit, college, or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include statements regarding each of the issues listed in Subsection 29.5 of Article 29.
- 28.3.5.4** Anything in this Article to the contrary notwithstanding:
- a) Non-tenured Faculty Members in a particular discipline shall be laid off before tenured Faculty Members in that discipline.

- b) The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.
- c) The termination of a non-tenured or part-time Faculty Member shall not be required if his or her salary is wholly paid by restricted funds.

- 28.4** The Committee shall present its recommendations to the Board in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by at least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations, then the majority recommendation shall include at least one alternative method of relieving the exigency.
- 28.5** The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in Subsection 28.4.
- 28.6** The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which Faculty Members and students may present their views. Faculty Members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Subsection 28.3. A recommendation as to Faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

- 28.7** The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by Subsections 28.2 and 28.4 and within the time period specified in Subsection 28.2, or the next to the last sentence of this Subsection 28.7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as per Sub-section 28.2, the Board shall have the right to act on its own initiative as to Faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in Subsection 28.3 and shall, in any case, conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committee which shall then have thirty (30) days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.
- 28.8** A terminated Faculty Member shall have the right of review by the UFGC as to whether the criteria and principles of Subsection 28.3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.
- 28.9** If the appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the Faculty Member has tenure but has not been a Faculty Member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen (18) months) if the member has been a Faculty Member

at the University for ten (10) or more years; provided, nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the Faculty Member has most recently been appointed.

- 28.10** Before retrenchment of Faculty because of financial exigency, the University shall endeavor to place the affected Faculty Member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured Faculty Member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service, unless the position is first offered to that Faculty Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A Faculty Member thus recalled shall be recalled with full tenure. The University may not fill a position in the discipline in which a non-tenured Faculty Member who has been terminated is qualified to teach for a period of two (2) years from the date of termination of service unless the position is first offered to that Faculty Member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A Faculty Member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.
- 28.11** In the event of a conflict between the provisions of this Article and the provisions of any other Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.
- 28.12** A vacancy in the Financial Exigency Committee shall be promptly filled by the party which made the original appointment.
- 28.13** Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of Librarians (which, as used in this Article is defined as termination of Librarians on tenure or of librarians during the period of their appointment).
- 28.13.1** Subsections 28.3.5.1, 28.3.5.2 and 28.3.5.4 of this Article shall not apply to Librarians. In the event that retrenchment of the Librarians is necessary the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in

relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred, or reassigned to fill a professional vacancy created by financial exigency. Volunteer workers shall not be assigned professional tasks and shall not fill a professional vacancy created by Financial Exigency. Part-time Librarians shall be released before full-time Librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library.

- 28.13.2** Subsection 28.10 of this Article shall not apply to Librarians. The University may not fill the position of a Librarian on tenure who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that Librarian and he or she is given at least thirty (30) days to decide whether to accept or decline it.

ARTICLE 29
TERMINATION BECAUSE OF DISCONTINUATION
OF A PROGRAM, ACADEMIC UNIT, COLLEGE, OR LIBRARY

- 29.1** Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, academic unit, or college, and that such discontinuation necessitates the termination of Faculty Members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those Faculty Members in the program, academic unit, or college which the Administration proposes to discontinue, to the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

29.2 The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.3 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the Faculty Members in the program, academic unit, or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) days the Senate shall select a committee with full authority to consider the Administration's recommendation. This Committee shall consist of five (5) Faculty Members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the Committee. In addition, the Faculty Members in the program, academic unit, or college proposed for discontinuation shall have right to select one non-voting member to the Committee who shall be outside of such program, academic unit, or college.

29.4 Before final recommendations are made with respect to the discontinuation of a program, academic unit, or college, the Committee shall consult with the Faculty Members in the program, academic unit, or college proposed for elimination.

29.5 The Committee shall investigate at least each of the following issues:

29.5.1 the historical role and contributions of the program, academic unit, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;

29.5.2 the dependence of other programs in the University on the program, academic unit, or college proposed for discontinuation;

- 29.5.3** duplication elsewhere in the University of courses, research, or services offered through the program, academic unit, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;
 - 29.5.4** arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;
 - 29.5.5** stature of Faculty in the program, academic unit, or college, and stature of alumni who have been graduated from the program, academic unit, or college, and possible consequences to the academic stature of the University through discontinuation;
 - 29.5.6** the profile of ages, periods of service, and tenure status of members of the Faculty within the academic unit and an estimate of their possible usefulness elsewhere within the University; and
 - 29.5.7** possible arrangements for planned phasing out of the program, academic unit, or college as an alternative to abrupt discontinuation.
- 29.6** The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable.
- 29.7** The Faculty Senate shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the

Committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.

- 29.8** Should the Administration recommend the discontinuation of a program, academic unit, or college, but should this discontinuation not be effected as required in Subsection 29.7, the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, academic unit, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.
- 29.9** Should discontinuation of a program, academic unit, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate Faculty Members in the first phases insofar as possible. Part-time Faculty in a program, academic unit, or college which has been discontinued shall be released before full-time non-tenured Faculty unless this would result in a serious distortion of the academic program. Non-tenured Faculty Members in a program, academic unit, or college which has been discontinued shall be released before tenured Faculty Members in that program, academic unit, or college are released.
- 29.10** If an appointment is terminated, the Faculty Member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service; provided, nevertheless, that no salary or notice is required beyond the term to which the Faculty Member has most recently been appointed. A tenured Faculty Member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured Faculty Member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.
- 29.11** Before terminating a tenured Faculty Member or a non-tenured Faculty Member prior to the end of a period of appointment

because of discontinuation of a program, academic unit, or college, the University shall endeavor to place the affected Faculty Member in another suitable position in the University. If placement in another position would be facilitated for a tenured Faculty Member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.10 above) such training will be offered. Such training shall take place within the notification period referred to in Subsection 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.

- 29.12** If an appointment is terminated before the end of the period of an appointment, or if a tenured Faculty Member is terminated because of the discontinuation of a program, academic unit, or college, the University may not fill a position in a discipline in which a released Faculty Member is qualified to teach for a period of two years from the date of termination of service if the Faculty Member is untenured, or for a period of five years from the date of termination of service if the Faculty Member is tenured, unless the released Faculty Member has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A tenured Faculty Member thus recalled shall be recalled with full tenure rights.
- 29.13** A Faculty Member may appeal a proposed relocation or termination resulting from the discontinuation of a program, academic unit, or college, pursuant to this Article and shall have the right to a full hearing by the UFGC, subject to ultimate review by the Board.
- 29.14** Should the Administration make the judgment, based on the recommendation of the Library Administrator, that the long-range service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a Librarian(s) with tenure or of a Librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the Librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

- 29.15** The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.
- 29.16** After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the Librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by Librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the Committee and the Librarian(s) in the library proposed for discontinuation may select one non-voting member to the Committee.
- 29.17** Before final recommendations are made with respect to the discontinuation of a library, the Committee shall consult with the Faculty Members in the academic unit or college affected by the discontinuation of the library.
- 29.18** The Committee shall investigate at least each of following issues:
- 29.18.1** the historical role and contributions of the library in the library system's mission, the circumstances which may have altered that role, and the uniqueness of the collection;
 - 29.18.2** the dependence of academic units and/or other libraries on the services of the library proposed for discontinuation;
 - 29.18.3** the profile of ages, length of service, and terms of appointment of the Librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

- 29.18.4** stature of the library and possible consequences to the academic stature of the University through discontinuation; and
- 29.18.5** possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.
- 29.19** The Committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Librarians who are members of the Bargaining Unit. In this final recommendation, the Committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the Committee shall find relevant. The Board may grant the Committee additional time if it finds it desirable. The Librarians who are members of the Bargaining Unit shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the Committee or the Librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.
- 29.20** Should discontinuation of a library be effected, normal attrition should be used to terminate Librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before Librarians in that library who hold tenure.
- 29.21** If an appointment is terminated, the Librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months

of service; provided, nevertheless, that no salary or notice is required beyond the term to which the Librarian has most recently been appointed. A Librarian with tenure with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A Librarian with tenure with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years.

- 29.22** Before terminating a Librarian holding tenure or a non-tenured Librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected Librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a Librarian holding tenure by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.21 above) such training will be offered. Such training shall take place within the notification period referred to in Subsection 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.
- 29.23** A Librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the UFGC subject to ultimate review by the Board.
- 29.24** If an appointment is terminated before the end of the period of an appointment, or if a Librarian with tenure is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a Librarian who has been released for a period of two (2) years from the date of termination of service if the Librarian is on a term appointment or for a period of five (5) years from the date of termination of service if the Librarian has tenure, unless the released Librarian has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A Librarian with tenure thus recalled shall be recalled with full rights of tenure.

ARTICLE 30

INSTITUTIONAL RESPONSIBILITIES

- 30.1** An adequate working environment and supporting services promote effective teaching, learning, and research. Therefore, within the limit of available resources:
- 30.1.1 Adequate Facilities.** The University shall make a good faith effort to provide to each Faculty Member space and facilities adequate for effective and safe teaching, research, advising, and all other activities necessary to his or her academic discipline.
 - 30.1.2 Libraries.** The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to the Faculty and student needs consistent with standards of quality recognized at a national level.
 - 30.1.3 Supplies and Equipment.** The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.
 - 30.1.4 Student Financial Aid.** The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.
 - 30.1.5 Support Personnel.** The University recognizes the need for adequate budgets for support personnel providing services within academic units. The University shall make good faith efforts to improve these budgets of the academic units.
 - 30.1.6 Parking, Dining, Meeting Space.** The University shall endeavor to provide a reasonable environment to Faculty and Librarians in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria service and a separate Faculty dining room; (3) no discriminatory food surcharges; (4) substantial Faculty involvement in the decision to renew food service contracts to vendors serving Faculty in the Faculty dining room area; and (5) adequate meeting rooms.

- 30.2** The Office of the University Ombuds is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. Upon receiving a complaint from a Faculty Member, the Ombuds will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Ombuds will present a complete report to the President detailing the nature and resolution of each complaint related to this Article. A copy of this report will be sent to the AAUP.

ARTICLE 31 **ACADEMIC UNIT HEADS**

- 31.1** Nomination Process. Academic unit heads serve at the pleasure of the Board and are subject to appointment and reappointment upon the recommendation of the President. Nominations to the President shall be made through the Provost, by the Dean (unless the Dean is the academic unit head) or appropriate administrator, following consultation with an ad hoc committee composed of Faculty and students from the academic unit concerned and related academic units. Faculty from the academic unit and no more than two students from the academic unit shall constitute a majority of the committee, and that majority shall include at least two (2) members of the Faculty democratically chosen by the academic unit concerned. The appointee must be mutually acceptable to the Dean and the ad hoc committee. Academic unit heads shall be appointed according to a term designated by the by-laws of the college but to be not less than three (3) nor more than seven (7) years; they shall undergo administrative performance review in the penultimate year of each term before their reappointment.
- 31.2** General Areas of Responsibility. Academic unit heads, and those serving in an acting capacity, serve by empowerment of the Faculty and designation by the Dean or administrator to represent the Faculty and college administration--each to the other--and to the University community. Responsibility, thus, to both the Dean and Faculty, includes:

- 31.2.1** leadership in the development of the academic unit's particular mission within the academic mission of the college;
- 31.2.2** leadership and advocacy of its academic programs in the pursuit of educational excellence;
- 31.2.3** leadership in promoting the selection and retention of an outstanding and diversified Faculty;
- 31.2.4** leadership in the promotion of Faculty development that includes provision of adequate resources for colleagues' professional growth and annual Faculty performance review meetings with all the Faculty. If size and scope of the academic unit necessitate, the academic unit head, with approval of the Dean or administrator, may delegate this responsibility to another academic administrator within the unit;
- 31.2.5** leadership in academic governance, including especially the collaborative development of appropriate procedures for governance within the academic unit (e.g., policies and procedures regarding RPT, leaves, long-range planning, curriculum development, program review, and distribution and utilization of resources);
- 31.2.6** leadership in promoting a climate where both the spirit and letter of affirmative action prevail;
- 31.2.7** involvement in personal professional development and scholarship, including the development of necessary administrative skills and knowledge (e.g., administrative leadership workshops);
- 31.2.8** management and oversight of the academic unit's budget (all funds), class schedules, course offerings, teaching assignments and staff;
- 31.2.9** implementation of appropriate provisions of the UC/AAUP Agreement, University Rules, and college bylaws (the AAUP and the University will consult in the design and implementation of contract compliance training of academic unit heads).

- 31.3 Administrative Performance Review.** The administrative performance of academic unit heads shall be reviewed periodically as per Subsection 31.1 above. Not later than the end of the penultimate year of an incumbent's term, a review of the academic unit head's performance shall be undertaken which assures appropriate participation by Faculty in the academic unit. The processes and specific criteria for administrative performance review shall be established for each college by an elected Faculty committee in consultation with and subject to the approval of the Dean or appropriate administrator. The process and timetable for administrative performance review of academic unit heads shall be published in order to assure opportunity for every member of the Faculty in the academic unit to contribute.
- 31.4 Removal.** An incumbent academic unit head may be removed because of inadequate administrative performance. A removal decision shall be communicated immediately by the Dean or appropriate administrator to the Faculty of the academic unit involved and the individual prior to formal removal.

ARTICLE 32

ARBITRATION

- 32.1** In accordance with the requirements of Section 32.3, this Article shall apply to the interpretation, application, or alleged violations of any of the following provisions of the Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 2, Academic Freedom; Article 4, Discrimination; Article 8, Grievance Procedures; Article 9, Disciplinary Procedures; Article 10, Compensation (except as to the distribution within colleges and library jurisdictions of any merit increases); Article 12, Minimum Salaries; Article 13, Overloads, Extra Compensation; Article 14, Academic Unit Head Compensation (only for failure to establish compensation within the ranges defined in Subsection 14.1); Article 15, Additional Compensation; Article 16, Medical, Dental, Life, and Disability Insurance; Article 17, Sick Leave; Article 18, Retirement Procedures and Programs; Article 21, Rights and Duties of the AAUP as Agent; Article 22, Dues Check-off; Article 23, Released Time; Article 27, Governance of the University; Section 34.2 of Article 34, Maintenance of Practices; Article, 35, Decertification;

Article 36, Totality of Agreement; Article 38, Duration and Amendment.

- 32.2** In accordance with the requirements of Section 32.3, this Article shall also apply to disputes as to the interpretation of the procedural requirements of the following articles: Article 5, Affirmative Action; Article 6, Appointments; Article 7, Reappointment, Promotion, and Tenure; Section 10.5, Procedures for Determining Merit Increases; Article 19, Personal, Child-Rearing, Vacation, and Military Leaves; Article 24, Faculty Development Opportunities; Article 25, Academic Leave; Article 26, Professional Leave; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Academic Unit, College, or Library; Article 31, Academic Unit Heads; Article 34, Maintenance of Practices.
- 32.3** The party to this Agreement seeking arbitration or the Faculty Member appealing to arbitration under Section 9.3 shall request a panel of arbitrators from the American Arbitration Association, each of whom shall be a member of the National Academy of Arbitrators. The arbitrator shall be selected by alternately striking from that panel and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator must agree to render a decision within sixty (60) days after the arbitration hearing or, if there are post-arbitration briefs, within sixty (60) days after their submission.
- 32.4** The decision of the arbitrator shall be final and binding on the grievant(s), the AAUP and the University, and may be enforced by any court of competent jurisdiction.
- 32.5** The fees and expenses for the arbitration between the parties to this Agreement shall be borne equally by the University and the AAUP. If the Faculty Member has brought the appeal under Section 9.3, the fees and expenses of the arbitration shall be paid equally by the Faculty Member and the University.
- 32.6** Any time limit may be extended by mutual agreement in writing between the Parties.
- 32.7** Whether the procedures and time limits of an Article have been followed is a procedural issue.

32.8 The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such basis; it does not mean the merits of the argument, recommendation, or decision.

32.9 Anything in this Article notwithstanding, the arbitrator shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure of or to member(s) or prospective member(s) of the Bargaining Unit. In addition the arbitrator shall be subject to the following restrictions:

- (1) The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement;
- (2) The arbitrator's decision shall be limited to only the question or questions submitted for decision;
- (3) In grievances concerning promotion in academic rank or the award of tenure, the arbitrator shall only have the power to remand the negative decision being grieved with directions as to procedures to be followed and information to be considered;
- (4) The arbitrator shall not render any decision that would result in the violation of this Agreement or a public statute or regulation; and
- (5) The arbitrator shall make no award, except for interest, that provides a Faculty Member compensation greater than would have resulted had there been no violation.

32.10 Section 34.4 of Article 34, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of Section 34.2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

32.11 Expedited Arbitration. In order to reduce the cost of arbitration, the AAUP may require by notice (given at the time of the panel

request described in Section 32.3 of this Article) to the University and the American Arbitration Association, that the arbitration be conducted in accordance with any or all of the following conditions:

- (1) No transcript of the arbitration proceedings shall be taken;
- (2) Post-hearing briefs shall be waived;
- (3) The arbitrator must agree to render a decision within fourteen (14) days after the arbitration hearing; or
- (4) Subject to the consent of the grievant, neither Party, nor the grievant, will be represented by legal counsel at the hearing.

ARTICLE 33

ANNUAL PERFORMANCE REVIEW OF FACULTY

- 33.1** There shall be an annual performance review of each Faculty Member in accordance with UNIVERSITY OF CINCINNATI POLICY AND PROCEDURES FOR ANNUAL PERFORMANCE REVIEW OF FACULTY (June 1, 1994).
- 33.2** If performance review procedures change in an academic unit, the AAUP shall be provided a copy of the current procedure within thirty (30) days of the approval of the new procedure.

ARTICLE 34

MAINTENANCE OF PRACTICES

- 34.1** The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between Faculty and Administration are necessarily best resolved by legal contract.
- 34.2** The parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board, by adopting this Agreement, shall be deemed to have amended its regulations to

conform to the provisions of this Agreement. Past practices not codified in the Rules of the Board shall have no binding affect upon the parties.

- 34.3** The Rules of the Board shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 8.
- 34.4** The University shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:
- 34.4.1** ticket discounts; or
 - 34.4.2** Summer School compensation.
- 34.5** The provisions of this Article shall not apply to any rules of the Board which relate to the regulation of clinical or medical services, provided such rules changes do not affect the wages, hours, terms and conditions of a member's academic work as set forth in Article 11.

ARTICLE 35

DECERTIFICATION

The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by order of SERB through the procedures allowed in Section 4117.07 of the Ohio Revised Code.

ARTICLE 36

AGREEMENT CONSTRUCTION

- 36.1 Titles.** The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

- 36.2 References Deemed Appropriate.** All references to "Dean," "Provost," "administrator," "academic unit," "college," "library jurisdiction," "academic unit head," or similar officials or entities within the University shall mean the "appropriate" or "involved" official or entity whenever the sense of the provision so requires.
- 36.3 Library Faculty.** Superfluous language in previous contracts, which referred separately to Library Faculty, is deleted from this contract in recognition of the status of professional Librarians as full members of the University Faculty. Removal of this language is not intended to eliminate any contractual protections of Library Faculty as Members of the Bargaining Unit. Separate references are maintained where necessary to reflect the unique nature of Library Faculty Members' functions.

ARTICLE 37

TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 38

SAVINGS AND SEPARABILITY

In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 39

DURATION AND AMENDMENT

- 39.1** This Agreement shall be effective as of September 1, 2007 and continue in full force and effect to and including June 30, 2010.
- 39.2** The University and the AAUP agree to begin negotiations for a successor agreement no later than April 1, 2010.
- 39.3** If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

ARTICLE 40

DISPUTE SETTLEMENT PROCEDURE

- 40.1** The parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code:
- 40.2** Should either party, pursuant to Article 39, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously

notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

- 40.3** During the period commencing at least sixty (60) days prior to the expiration of the current contract between the AAUP and the University, both parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) days after the expiration of the Agreement, either the University or the AAUP may declare that the parties are unable to reach an agreement and can request mediation. The parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).
- 40.4** The parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.
- 40.5** Within seven (7) days of such written notification of a request for fact-finding, each party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within seven (7) days after selection of the initial two members. Unless both parties consent, the chairperson cannot be the same person who served as Mediator.
- 40.6** The fact-finding panel, within seven (7) days of its appointment, must meet with the parties. The panel may hold hearings, make additional investigations and inquiries, and take other steps as it considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C) (4) (c), Ohio Revised Code. If the dispute is not settled within fifteen (15) days after the panel is appointed, or within a longer period, if agreed to

by the parties, the panel must report its findings to the parties, including its recommendations on the unresolved issues. Fourteen (14) days after submission to the parties, the findings must be made public if no settlement has been reached.

40.7 Notwithstanding the dispute settlement procedures described above:

40.7.1 The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days notice to the Administration and SERB.

40.7.2 The parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

40.8 All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the parties.

ARTICLE 41

ADMINISTRATION RIGHTS

41.1 The Board, directly or acting through its duly constituted authorities, retains and reserves exclusively to itself all powers, rights and authority conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States. Except where expressly stated in this Agreement, nothing contained herein shall limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board will bargain, in accordance with its legal duty, over the employment effects of its actions.

41.2 Except as modified by this Agreement, none of the rights reserved exclusively to the Board shall be subject to the grievance procedure of this Agreement.

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching or temporary assignments, Summer School, or Evening College. In those colleges or departments which operate on a four-quarter basis, academic base salary for Bargaining Unit members obligated to teach on a seven-out-of-eight quarter basis shall signify their three-quarter salary.

ACADEMIC UNIT shall mean the smallest academic unit of which a member of the Bargaining Unit is a member, whether a college, library jurisdiction, department, division, school, or other unit.

ACADEMIC UNIT HEAD shall mean the Board-appointed chief administrative officer of an academic unit, regardless of title, or any non-Board-appointed department chair or department head of an academic unit.

ADMINISTRATION shall mean the President of the University of Cincinnati or his or her representative(s) designated for the purpose.

APPROPRIATE ADMINISTRATOR shall mean the Dean of each college or the chief administrative officer of an academic unit or group of units.
ARP shall mean Alternative Retirement Program.

BARGAINING UNIT shall mean the group of Faculty Members described in Article 1.1 of this Agreement

BENEFITS shall have the same meaning the words "fringe benefits" had in previous contracts.

BOARD shall mean the Board of Trustees of the University of Cincinnati.

BUDGET RESTRAINT shall mean a good faith projection of a budget deficit in a college or academic unit, an expectation that income will be inadequate to cover expenses.

DOMESTIC PARTNER shall mean a partner of the same or opposite sex who meets the criteria as stated in the Affidavit of Domestic Partnership (see Appendix 1 of this contract).

FACULTY or faculty shall mean individuals holding faculty titles whether or not they are members of the Bargaining Unit.

FACULTY MEMBER shall mean a member of the Bargaining Unit.
FMCS shall mean Federal Mediation and Conciliation Service.

GEOGRAPHIC FULL-TIME shall mean full-time Faculty in the College of Medicine who, as part of their individual contract arrangement with the University, are employed by an outside entity for activities deriving from patient care or patient support, and receive either a separate paycheck from that source or from a University account that is reimbursed by the outside entity for those activities.

LIBRARY ADMINISTRATOR shall mean the appropriate library administrator of the following library jurisdictions: Raymond Walters, Clermont College, University Libraries, Medical Center Libraries, Marx Law Library.

LIBRARY DEPARTMENT shall mean an organized function within a library jurisdiction with one or more library faculty who has administrative responsibility, e.g., Archives and Rare Books Department, Engineering Library.

NOTIFY, NOTICE OR NOTIFICATION shall mean to give or require written notice.

OPEN ENROLLMENT PERIOD shall mean that four-week period held annually, usually in the fall academic quarter, during which Bargaining Unit members may revise their insurance elections for the coming calendar year.

OPERS shall mean the Ohio Public Employees Retirement System.

PARTIES shall mean the AAUP and the University of Cincinnati.

PRESIDENT shall mean the President of the University of Cincinnati.

PROBATIONARY APPOINTMENTS shall mean those unqualified title appointments which carry eligibility for tenure but precede its award.

RPT shall mean reappointment, promotion and tenure.

QUALIFIED TITLE APPOINTMENTS shall mean those with titles in the Field Service, Adjunct, Research, and Clinical series; qualified titles shall not carry eligibility for tenure.

SERB shall mean State Employment Relations Board.

STRS shall mean the State Teachers Retirement System.

TIME LIMITS All references in this Agreement to time periods are expressed in calendar days inclusive of Saturdays, Sundays, and legal holidays. Any time limit may be extended by mutual agreement in writing between the parties.

UFGC shall mean the University Faculty Grievance Committee.

UNIVERSITY shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNIVERSITY CONTRACT ADMINISTRATOR shall mean the duly appointed representative of the University as party to the contract.

UNQUALIFIED TITLE APPOINTMENTS shall mean those with titles of Professor, Associate Professor, Assistant Professor, and Instructor, Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, and Beginning Librarian; unqualified titles carry eligibility for tenure.

UPTOWN CAMPUS shall mean all academic units of the University of Cincinnati excluding Clermont College and Raymond Walters College.

YEAR shall mean the academic year unless otherwise designated.

MEMORANDA OF UNDERSTANDING

M.1 Benefits Study Committee

- M.1.1 The Benefits Study Committee shall be a standing committee with four (4) members appointed by the AAUP Board and four (4) members appointed by the Administration. The Committee may create subcommittees, which will have equal representation from each Party, and may include individuals who are not members of the Committee.
- M.1.2 The Committee shall explore ways to contain benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to Bargaining Unit members subject to the terms and conditions listed below. To achieve these ends the Committee may direct the University to get cost estimates, determine accurate estimates of benefits costs, review usage, investigate and compare current and alternate vendors, and make recommendations and other requests consistent with its charge. The University shall provide the Committee with all the information available to it regarding the cost, usage, and nature of benefits provided to all University employees.
- M.1.3 Monitoring Quality of Care Date and Payment Expenses: The University shall provide to the AAUP Benefits Study Committee information collected by the Benefits office related to the efficiency and timeliness of payments for health care expenses as requested, but not more than once per quarter.
- M.1.4 In addition to the concerns stated above, the Committee specifically shall study the following during the term of this contract, and recommend changes where appropriate:
- a) the University Wellness Program, and a sick childcare program;
 - b) the effectiveness of the Choice Benefits Plan; and
 - c) the cost effectiveness of the current prescription drug plans. In this regard, the Committee shall apply a market basket approach, similar to the Consumer Price Index (CPI), to the top two hundred (200) prescription drugs used by Faculty Members which shall be used to track the cost of those prescriptions over time and to compare the current plans with the plans of other vendors. If the Committee finds an alternative plan that has a formulary better suited to the needs of Faculty Members, and change to

that alternative plan would reduce costs to both Faculty Members and the University, the Committee may recommend that the University change to the alternative plan.

- M.1.5 On December 1, 2007 and on December 1 of each subsequent year during the term of this Agreement, the Benefits Study Committee shall issue a written report to the parties documenting the plan budget and actual costs to the parties for the preceding fiscal year as well as a summary of usage data for Bargaining Unit members.

M.2 Faculty Representation on the Board of Trustees

Faculty representation on the Board, pursuant to Board of Trustees' Rule 3361:10-1-02, shall include the chairperson of the University Faculty Senate and two elected representatives of the University Faculty. They shall have the right to suggest proposals for consideration by the Board and the President, and to attend with voice, all meetings of the Board, except executive sessions, and Board committees including academic affairs and finance.

M.3 Debt Service

In order to assure Faculty participation in establishing funding priorities and long-term policies on University-wide debt management, policies shall be developed through the joint governance council on the amount of general funds and total revenues (with the exception of University Hospital and Hoxworth revenue) applied to service the debt and on the percent of annual debt expense of annual total revenues in this year and following years. Other policies of this nature should be developed by the joint governance council as appropriate.

M.4 Environmental Oversight Committee

The joint Administration/Faculty Environmental Oversight Committee shall consist of four (4) administrators appointed by the President and four (4) Bargaining Unit members appointed by the Faculty Senate. This Committee is charged with oversight of the University's efforts in removing hazardous and unhealthy conditions from the work environment. Meetings of the Committee will be held at least on a quarterly basis. The Committee will establish its meeting times and administrative procedures. The Committee can receive complaints from Faculty and Librarians concerning alleged hazardous conditions. The Committee may request the presence of anyone who may have a concern or

who can be of assistance in considering environmental matters. The Committee shall monitor the University's efforts to remedy the situation leading to the complaint. The Committee shall from time to time report to the Presidents of the University and the AAUP and the Chair of the Faculty Senate on any environmental or health hazard which, in its judgment, represents a major cause for concern and recommend appropriate actions.

M.5 Professional Development

Whereas, the AAUP and the University are parties to a collective bargaining agreement to expire on August 31, 2007; and

Whereas, under the terms of Article 24.7 of the AAUP/UC Collective Bargaining Agreement, the University has agreed to provide \$560,000 per year for faculty professional development, to be administered by a faculty development committee comprised of three Administrators and three Faculty Members elected by the Faculty Senate, with the Vice Provost for Faculty Development as Ex Officio Chair of the committee;

Therefore the AAUP and the University agree to amend and supplement the current Agreement as follows:

(1) For purposes of implementing the provisions of Article 24.7 and distributing funds from the allotment, professional development will be defined as follows:

(A) Professional development shall mean any activity designed to increase a Faculty Member's knowledge or skills in order to further the University's mission of teaching and research. The proposed development plan shall bear a direct relationship to the teaching and research goals of the Faculty Member(s), the department(s), and the college(s). Professional development can be realized by, but is not limited to, the following activities: travel to professional meetings and conferences to promote faculty development, faculty collaborative efforts, participation in workshops or short courses, travel to consult with Faculty Members or professional colleagues at other institutions, purchase of books or computer software used to increase the Faculty Member's knowledge or skills, or the sponsorship of a conference or workshop for the University of Cincinnati academic community. Professional development awards can also be made, up to a combined annual limit of \$100,000, for curriculum development, curriculum implementation, or research projects that relate in direct and significant ways to the enhancement of classroom teaching. Faculty development funds are not meant for other research projects.

- (B) Professional development funds shall not be used to purchase computers or computer upgrades or accessories, equipment or supplies unless the purchase of equipment is directly related to faculty professional development. Articles 30.1.1, 30.1.2, and 30.1.3 of the 2004 – 2007 Collective Bargaining Agreement between the University of Cincinnati and the American Association of University Professors, University of Cincinnati Chapter covers the acquisition of the aforementioned items. Nor shall any academic, administrative, or instructional positions be funded by the Professional Development Fund. Likewise, this fund shall not be used to support students, student activities or faculty assistants, or research projects other than those directly related to the enhancement of classroom teaching.

M.6 Personnel Records/Files

Each academic year the Contract Administrators will distribute to Deans, Directors and Department Heads:

- (1) The Guidelines on the Maintenance of and Access to Faculty Personnel Files as passed by the Faculty Senate, and as they may be amended from time to time by the Faculty Senate; and
- (2) Administrative Memorandum 118, as it may be amended by the University President, and containing the Guidelines for Administrative Review and Appeal of Disputes Concerning Personnel Records.

M.7 AAUP/UC Joint Committee

In order to facilitate communications between the AAUP and the Administration, a joint committee shall be established.

The committee shall consist of six (6) members, three (3) appointed by the AAUP and three (3) appointed by the Administration. The committee shall meet semi-annually at a time and location mutually agreed upon by the University Contract Administrators and the UC AAUP President.

The topics of the meetings shall be issues of mutual interest. The committee may address matters of Agreement implementation and make suggestions for improved Agreement management, however, the committee shall not discuss specific grievances nor shall it be used as a forum for bargaining. The parties

shall exchange agenda items no later than seven (7) days prior to a meeting. Additional meetings may be scheduled by mutual agreement.

M.8 Collective Bargaining Agreement Training

In order to facilitate contract implementation and reduce the potential for grievances, the AAUP and the University agree to jointly sponsor a seminar, during the fall quarter of each year, designed to inform administrators of their rights and responsibilities under the Collective Bargaining Agreement. A second training session may be scheduled for later in the academic year if both parties deem it necessary.

The University Contract Administrators, or their designees, and the AAUP Executive Director, or designee(s), will design, schedule and conduct the seminar. All academic administrators shall be strongly encouraged by the University to attend the seminar.

Beginning September 1, 2008, new academic unit heads, associate deans, and deans will be required to attend the seminar prior to or during the academic year of their initial appointment to that administrative position.

M.9 Regional Campus Salaries Committee

The AAUP and the University agree that average faculty salaries, by rank, of the University's Carnegie Category III regional campuses, Clermont and Raymond Walters Colleges, are disproportionately low in comparison to Ohio's other Carnegie Category III regional campuses. In addition, salaries at Clermont and Raymond Walters Colleges are proportionally low in comparison to UC's main campus as compared to the proportional salaries of other Carnegie Category III regional campuses to their main campuses.

The AAUP and the University therefore agree to establish a Regional Campus Salaries Committee to study the issues of salary structure at Clermont and Raymond Walters Colleges and to make recommendations for remedy. The Committee shall include three (3) individuals appointed by the AAUP and three (3) individuals appointed by the University.

No later than May 1, 2009, the Regional Campus Salaries Committee shall provide a written report to the parties to this Agreement that includes proposed remedies. This report shall serve as the basis for discussing salary inequities at Clermont and Raymond Walters Colleges during the 2010 contract negotiations.

M.10 Transition to New Grievance Procedure

The AAUP and the University have agreed to a new grievance procedure, as embodied in Articles 7, 8 and 9 of this Agreement. In order to provide an orderly transition to this new procedure, the Parties agree to the following:

1. All grievances processed or grievance hearings held on or before December 31, 2007, will be processed and decided under the grievance procedure as established in the 2004-2007 Agreement between the Parties. On January 1, 2008, all grievances in process, but not having yet reached the hearing stage, will be subject to the new grievance procedure.
2. The University President shall select 10 administrators to serve in the administrator pool, and shall notify the AAUP and the Chair of the University Faculty Grievance Committee of those so designated not later than December 1, 2007. The AAUP and the Provosts' Offices shall select the 10 members of the Academic Unit Head pool not later than December 1, 2007, by the method described in Article 8.3.3.

After January 1, 2008, both the faculty pool and the administrator pool are to select respective co-coordinators from among their number as soon as possible, but not later than February 1, 2008.

3. All Faculty Members elected to serve on the University Faculty Grievance Committee will serve as members of the faculty pool of the Grievance Committee through June 30, 2008, except, that any Faculty Member so elected who is excluded from the bargaining unit due to restructuring shall be removed from the University Faculty Grievance Committee as of the date of ratification of this contract by the University of Cincinnati Board of Trustees.

Any Faculty Member who is also an academic unit head who was elected to the UFGC under the previous system will remain in office as a part of the faculty pool until June 30, 2008. After that date, all academic unit heads are excluded from election to the faculty pool. On June 30, 2008, the term of office of all Faculty Members elected under the previous University Faculty Grievance Committee system will terminate.

4. The Faculty Senate will hold elections for membership on the faculty pool under the procedures established in this Agreement in May 2008. Five (5) of the members of the faculty pool will be elected for one (1) year terms, and five (5) will be elected for two (2) year terms. Beginning in May 2009 and for all subsequent elections, faculty pool member terms on the Grievance Committee will be two (2) years.

5. All persons who will be members of the Grievance Committee as of January 1, 2008, are strongly urged to attend a training workshop, offered jointly by the AAUP and the Provosts Offices, during the Fall 2007 quarter, and should do so not later than April 1, 2008. No one may be seated to a Grievance Panel unless s/he has completed a training workshop.

6. If either party proposes modification of this new grievance process during bargaining for the 2010-2013 Agreement, and the Parties are unable to reach Agreement on proposed changes or one of the Parties fails to withdraw its proposals for changes, then the grievance procedure will revert to the system established under the 2004-2007 Agreement.

M.11 Amendment of the Bargaining Unit.

The University of Cincinnati and the AAUP, University of Cincinnati Chapter, hereby enter into this Memorandum of Understanding in conjunction with the renewal of their collective bargaining agreement to be effective September 1, 2007 through June 30, 2010 ("The Agreement").

The Agreement amends the bargaining unit description at Article I, Section 1.1.2, in order to remove from the bargaining unit full-time faculty in the College of Medicine who are classified as "affiliated, visiting, volunteer or geographic full-time." Other changes incorporated in the Agreement arose from the change in the bargaining unit description, including amendments at Article 1.2.2 and to the definitions of "clinical faculty" and "geographic full-time faculty."

The parties recognize that because the collective bargaining unit is "deemed certified" under applicable Ohio law, any changes of the bargaining unit description must be approved by the State Employment Relations Board ("SERB").

AAUP and the University hereby agree that each shall cooperate and use their best efforts to obtain the approval of SERB for the agreed change of the bargaining unit description including, inter alia, filing a joint petition with SERB to amend the bargaining unit pursuant to OAC § 4117-5-01(F) and any other pertinent regulation of SERB or Ohio statutes.

The parties acknowledge that the basis for the amendment of the bargaining unit description is a mutual belief that the positions to be excluded no longer have a community of interest with the remainder of the bargaining unit.

In the event that SERB rejects the joint petition submitted by the parties to amend the bargaining unit, the parties will re-open negotiations to address any necessary changes that might be required by the continued inclusion of such positions within the bargaining unit.

The parties agree that the time limits for the filing of any grievance or potential grievance on behalf of an employee in a position excluded from the bargaining unit as a result of the Agreement shall not begin to run until there is a final decision from SERB with respect to the parties' joint petition for an amendment to the bargaining unit.

UNIVERSITY OF CINCINNATI

By: 

Name: William T. Johnson

Title: CHIEF NEGOTIATOR

Date: 9/11/07

AAUP UNIVERSITY OF CINCINNATI
CHAPTER

By: 

Name: David Rubin

Title: Chief Negotiator

Date: 11 September 2007

APPENDIX 1

AFFIDAVIT OF DOMESTIC PARTNERSHIP

This form is to be completed when applying for benefits for your eligible domestic partner. Return the completed affidavit along with applicable benefit election form(s) to the Human Resources Service Center (ML 0039).

I, _____, and _____
Faculty/Staff Member (Print) Domestic Partner (Print)

Certify that **all** of the following are true:

1. We share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
 2. We are each other's sole domestic partner, have been in this relationship for at least six months, and intend to remain in this relationship indefinitely.
 3. Neither of us is currently married to or legally separated from another person under either statutory or common law.
 4. We are responsible for each other's common welfare.
 5. We are at least eighteen years of age and mentally competent to consent to this contract.
 6. We are not related by blood to a degree of closeness that would prohibit marriage in the state in which we legally reside.
 7. We are financially **interdependent** on each other in accordance with the plan requirements outlined by the University of Cincinnati. Financial interdependency may be demonstrated by the existence of at least **three** of the following (*Please check below the documents that can and will be provided to Human Resources, if requested, to verify domestic partnership*):
 - ___ Joint ownership of real estate property or joint tenancy on a residential lease
 - ___ Joint ownership of an automobile
 - ___ Joint bank or credit account
 - ___ Joint liabilities (e.g., credit cards or loans)
 - ___ A will designating the domestic partner as primary beneficiary
 - ___ A retirement plan or life insurance policy beneficiary designating the domestic partner as primary beneficiary
 - ___ A durable power of attorney signed to the effect that we have granted powers to one another
- I agree to notify Human Resources in writing and mail a signed copy to my previous domestic partner **within 30 days** of either of the following events:
 - There is a change in the circumstances attested to in this Affidavit that would make my domestic partner ineligible for coverage under the terms of the university's plans; or
 - We terminate our domestic partnership.
 - I understand that another Affidavit of Domestic Partnership cannot be filed for at least six months from the date I notified Human Resources of the change in circumstances or termination of domestic partnership.
 - We provide this information to be used by the university for the purpose of determining our eligibility for benefits and for the administration of these benefits; we understand that the university will take responsible steps to limit access to this information.
 - We understand that, by signing this affidavit and as a result of the University of Cincinnati providing benefits to us, there may be legal and tax implications; therefore, we have been advised to consult with a legal/tax advisor regarding these implications.
 - We certify that the information provided in all parts of this affidavit is true, accurate and complete. We understand that a false declaration of domestic partnership, material omission of information on this affidavit, or failure to timely inform the University of Cincinnati of the termination of a domestic partnership is considered fraud and may result in disciplinary action of an employee up to and including loss of benefits and/or employment. We also agree that the University of Cincinnati may recover damages for all losses and reasonable attorneys' fees incurred to recover such damages.

Signature of Faculty/Staff Member

Date of Birth

Date

Signature of Domestic Partner

Date of Birth

Date

If you have questions, contact the Human Resources Service Center at 513-556-6381.