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- c. Each bargaining unit faculty member who has received notice of dismissal or nonrenewal pursuant to this section:
  - 1. will be released at the end of any term or session from their appointment upon request, even though the appointment period may extend beyond that time.
  - 2. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member’s individual performance but is due to one of the reasons set forth in Section III.
- d. The Provost shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost shall make a reasonable effort to provide assistance in placement and counseling.

V. In the event of financial exigency as provided in Section III(a), tenure-track and TCPL bargaining unit faculty members who have received notice of dismissal or nonrenewal pursuant to this section:

- a. will be released at the end of any term or session immediately following the date of their most recent appointment from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.
- b. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member’s individual performance but is due to financial exigency of the University.

VI. In lieu of termination, the University shall make a good faith effort to reassign bargaining unit faculty members subject to dismissal or non-renewal to appropriate academic appointments in other schools, regional campuses or departments within the University. The University retains sole discretion to determine qualifications for any such reassignment.

VII. Visiting Associate Professors and part-time faculty members shall be released before any full-time bargaining unit faculty member is released, unless it would result in a serious distortion of the academic program in which the faculty members are engaged, in the University’s sole discretion.

~~VIII.—In the event of program, department or division elimination, tenured bargaining unit faculty members shall be entitled to the following:~~

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The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Fewer than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary
More than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary plus one (1) month's pay for each full year of service in excess of ten (10) years

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~~IX.VIII.~~ All processes under this Article shall be consistent with Article [Non-Discrimination and Anti-Harassment] of this Agreement and the University's Non-Discrimination Policy.

~~X.~~ The parties recognize and agree that dismissal and/or nonrenewal decisions are matters of inherent managerial policy under Ohio Revised Code Section 4117, and therefore the termination of any bargaining unit faculty member for the reasons set forth in Sections II and/or III of this Article shall not be subject to the Grievance and Arbitration procedure.

~~XI.IX.~~ Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.

~~XII.X.~~ Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" or convert to an individual policy at his/her full cost voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.

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