

ARTICLE XIV Other Benefits

Section 1. Life Insurance Benefits.

- A. During the life of this Agreement, the basic life insurance benefit made available to Faculty members shall be calculated as 3 times base annual earnings, rounded to the next highest \$1,000, but not more than \$225,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment/Loss of Sight benefits will be reduced to 65% at age 65, and further reduced (from the original insurance amount) as follows: to 50% at age 70, and 35% at age 75. Basic life insurance and AD&D benefits will be provided with no employee contributions.
- B. Faculty members will be eligible to purchase the following supplemental coverage:
1. additional amounts of group term life insurance at a level of between one (1) and ~~three (3)~~ five (5) times the Faculty member's annual salary with a maximum of ~~\$600~~ \$1,000,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
 2. group term life insurance for spouses and domestic partners at a level of between one (1) and ~~three (3)~~ five (5) times annual salary with a maximum of ~~\$600~~ \$1,000,000. The guaranteed issue level at initial enrollment will be determined by the life insurance carrier and any amounts over the guaranteed level will be subject to the underwriting requirements of the life insurance carrier.
 3. group term life insurance for eligible dependent children at a level of \$10,000.

Section 2. Utilization of Wellness and Recreation Center.

~~For the duration of this Agreement, Faculty members will have the right to utilize the University's Wellness and Recreation Center (WRC) at no charge. Faculty members' spouses/domestic partners and dependent children up to age 25 will have the right to utilize the WRC at membership rates no greater than the "Dependent Membership" rate established by the membership rate structures for WRC membership.~~

[HOLD]

Section 3. Section 125 Plan.

Effective January 1, 1993, the University established plans, in accordance with and subject to applicable laws and regulations, pursuant to which Faculty members could annually make a voluntary election to have a specified amount withheld on a pre-tax basis from each paycheck to be used to pay the Faculty member's share of any contributions to premium costs for medical or dental coverage under Article XIII hereof (the "Section 125 plan") and for reimbursement of eligible dependent care and health care expenses (the "Flexible Spending plans"). The University shall continue these established plans for the

duration of this Agreement. Premium costs for the medical plan coverage with Domestic Partners are withheld on an after-tax basis, per IRS regulations.

Section 4. Non-Academic Leaves.

The University will continue to make leaves of absence available to members of the Faculty in accordance with then-current University policy. The University will give the Association thirty (30) days written notice prior to implementing any change in non-academic leaves, during which time the University agrees to meet and confer with the Association concerning the impact of such proposed changes on members of the Faculty. Such leaves shall include: -leave of absence without pay, sick leave, temporary disability leave, court leave, and military leave of absence.

Faculty members who timely request non-academic leave or timely submit a Faculty Absence Authorization form will receive a written decision from the responsible administrator within ten (10) days of the request. If no written decision is received within ten (10) days of the request, the request for leave/absence will be deemed approved in a timely fashion.

Section 5. Vacation for 12-month Faculty.

Vacation will accrue for 12-month Faculty on the same basis as full-time unclassified employees.

Section 6. Reimbursement for Instructional Travel Mileage, Parking & Tolls.

All members of the bargaining unit shall receive reimbursement for travel expenses directly and necessarily related to their instructional assignments. Such reimbursement shall be at the prevailing University rate and as described below. Consistent with applicable IRS regulations, Faculty shall be entitled to travel reimbursement for instructional travel from their primary campus to another campus or from their primary campus to an off-campus site. Reimbursable travel expenses for members of the bargaining unit shall be limited to mileage, documented parking and toll costs associated with teaching within the Faculty member's approved instructional load or for other approved University business during the regular academic year. Reimbursement for travel expenses for voluntary teaching assignments such as overload courses or summer courses shall be at the discretion of the University.

Section -7. Rates for Kent Campus Faculty Parking Permits.

Rates for parking for Kent Campus Faculty ~~members of the bargaining unit~~ shall be as follows during the life of this Agreement:

<i>Per semester</i>	<i>Per academic year</i>	<i>Per twelve months</i>
60.75	121.50	162.00

The above rates will not apply to any newly-developed premium parking locations/parking decks provided that Faculty members are not assigned to park there without another option.

During the life of this Agreement, the University has the right to change payroll deductions of parking fees from a pre-tax to a post-tax basis to comply with IRS and/or other applicable regulations.

Section 8. Early Retirement / Separation.

- A. The decision to retire or otherwise voluntarily separate from the University is an individual matter. The University will provide advice and counsel to any Faculty member who may wish to examine the possibilities available through early retirement/separation. The individual Faculty member should first determine his/her/their retirement status and options with the State Teachers Retirement System or alternative retirement plan.
- B. The University and the Association mutually recognize that under appropriate circumstances and when appropriately structured and implemented, an early retirement/separation incentive program is mutually desirable. Accordingly, the Association hereby authorizes the University to develop and implement an early retirement/separation incentive program at such time and under such terms and conditions as the University deems appropriate. The University shall provide the Association with information about the terms and conditions of the program at least three (3) months prior to implementation.

Section 9: Phased Retirement.

Faculty Phased Retirement allows eligible Faculty an option for a phased, planned reduction in duties as they transition into retirement. During the transition, the Faculty member will have a reduction in their full-time equivalent (FTE) workload assignment over a period not to exceed two years. The duties, expectations, and compensation for the Faculty member will be reduced by an amount commensurate with the Faculty member's FTE reduction.

The reduction in FTE over the two years of the phased retirement shall result from a reduction in teaching load. Under no condition shall the Faculty member be offered a workload assignment in excess of that established below in C.1 and C.2 of this Section.

Whether or not to accept a phased retirement option will be at the sole discretion of the Faculty member. However, once a Faculty member has begun the first academic year of phased retirement, the Faculty member's decision to retire in accordance with C.1-C.5 of this Section is final.

A. Eligibility.

1. Full time, nine or twelve month Faculty who would otherwise be eligible to retire in their respective retirement plan with full or reduced benefits when the phased retirement period begins are eligible for phased retirement.
2. Phased retirement is voluntary and requires mutual agreement between the Faculty member, the Dean, and the Provost or designee of the Provost with respect to the specific reduction in duties and FTE for each of the two years of phased retirement.
3. Faculty members who secure mutual agreement on the details of their phased retirement remain members of the bargaining unit and are not retired during the phased retirement period.
4. Faculty in phased retirement are exempt from all reviews, evaluation processes, and merit awards. A Faculty member in phased retirement shall not count as a continuing Faculty member for the purpose of any salary increases provided for by this Agreement. Faculty in phased retirement shall not be eligible for a Faculty Professional Improvement Leave during the period of the phased retirement.

B. Notice.

1. A Faculty member choosing the phased retirement option will notify the University using the provided electronic system by November 30th (of the year preceding the phased retirement) of the member's interest in phased retirement.
2. Upon receipt of the notice, the Dean will immediately begin discussions with the Faculty member concerning the specific reduction in duties and FTE over the two years of the phased retirement consistent with sections C.1 and C.2 below.
3. The Dean will have until February 28th to secure agreement with the Faculty member over the reduction in duties and FTE. If the parties do not agree, the process ends, and the Faculty member may apply again in subsequent years.
4. The Dean will notify the Faculty member via the electronic system on or before February 28th that the transition plan has been accepted by the University.
5. After the University has accepted the plan, the Faculty member cannot revoke the plan. All participants must retire from the University after two years of the transition plan, although the Faculty member may choose to leave earlier.

C. Structure of Phased Retirement.

The phased retirement option will be structured over two academic years as follows:

1. In the first year, the Faculty member will be eligible to receive full time medical benefits (i.e., medical, dental, vision, and prescription benefits). However, both the Faculty member's compensation and FTE appointment will be reduced. This reduction will result in the Faculty member's FTE being set within the range of seventy five percent (75%) to fifty percent (50%) of their full time status. The reduced FTE must remain the same for the entire first year. The Faculty member's compensation will be reduced to the identical percentage of the Faculty member's base annual contract salary from the year prior to the first year of phased retirement. The salary minimum (floor) for the Faculty member's rank specified in Article XII, section 7 will be used to determine the medical benefit contribution rate.
2. In the second year, the Faculty member will be eligible to receive full time medical benefits (i.e., medical, dental, vision, and prescription benefits). However, both the Faculty member's compensation and FTE appointment will be reduced. This reduction will result in the Faculty member's compensation and FTE being set within the range of fifty percent (50%) to twenty five percent (25%) of their full time status. The reduced FTE must remain the same for the entire second year. The Faculty member's compensation will be reduced to the identical percentage of the Faculty member's base annual contract salary from the year prior to the first year of phased retirement. The salary minimum (floor) for the Faculty member's rank specified in Article XII, section 7 will be used to determine the medical benefit contribution rate.
3. During the two year period of the phased retirement, the Faculty member will be eligible for other benefits as detailed below:

- ~~a. Eligible for a tuition fee waiver at the same level as a full-time Faculty member.~~
- ~~b. Eligible for sick and vacation leave, as applicable, prorated based on the FTE for each year.~~
- ~~c. Eligible for life insurance and accidental death and dismemberment insurance based on the minimum (floor) salary for the Faculty member's rank for each year.~~
- ~~4. The Faculty member will be fully separated from the University after completing the second year of phased retirement.~~
- ~~5. At any point during the two-year period of the phased retirement, the Faculty member may choose to fully retire in accordance with Article XVIII, Section 2 of this Agreement.~~

Section 9. Alternative Retirement Plan.

The University will continue to offer an alternative retirement plan (ARP) to Faculty who are eligible under state law to participate in such a plan. The terms of the plan are spelled out in a plan document approved by the Ohio Attorney General and include the following provisions:

- A. Contributions will be maintained so that the total University contribution (the combination of the payments to STRS to offset the negative impact of the ARP and the contributions to the ARP itself) will be equal to the University contributions for STRS members.
- B. Employee contributions shall be identical to the employee contribution to STRS.
- C. The vesting in the ARP shall be immediate.
- D. Contributions during leaves of absence would be continued as they are for STRS currently, to the extent permissible under the Internal Revenue Code.

Section 10. Fee Remission.

The general fee and the instructional fee shall be waived for Faculty and eligible Faculty members' spouses/domestic partners and also for dependent children to age 28 for members of the bargaining unit whose appointment began prior to August 2005. For Faculty appointments beginning with AY 2005-06, the general fee and the instructional fee shall be waived for eligible Faculty members' spouses and also for dependent children to age 25. Overall eligibility requirements will not be greater than those specified in the University's revised Administrative Policy Regarding Tuition Benefits published at 3342-6-09.1 of the *University Policy Register*, as it may be amended from time to time.

Section 11. Paid Parental Leave.

The University will provide paid parental leave to Faculty members to recover from childbirth and/or to care for or bond with a child.

- A. Eligibility

1. In order to be eligible for Paid Parental Leave, a Faculty member must have become a new parent as a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, spouse, or domestic partner.
2. A Faculty member must have completed at least one full academic year of service, excluding summer sessions, prior to the date Paid Parental Leave is to commence. Faculty members who attain one full academic year of service, excluding summer sessions, while on leave for the purpose of birth, the adoption of a child, or the fostering of a child will be eligible for a pro-rated portion of Paid Parental Leave. One Paid Parental Leave benefit is available per Faculty member, per birth, adoption, or foster care placement event. The number of children involved does not increase the length of Paid Parental Leave granted for that event.
3. Eligible parents who are both Faculty members are individually entitled to use Paid Parental Leave.
4. There shall be no limit placed on the age of a newly adopted or foster care child for purposes of eligibility to utilize Paid Parental Leave.

B. Terms and Conditions

1. Paid Parental Leave is paid at 100% of the Faculty member's regular base salary only during the Faculty member's nine (9) or twelve (12) month contract, as applicable. Paid Parental Leave does not include payment for any summer, intersession or overload assignment(s).
2. A Faculty member will be eligible for six (6) weeks of Paid Parental Leave for a birth mother, birth father, adoptive parent, foster care parent with legal custody or guardianship, spouse, or domestic partner to care for and bond with a newborn, newly adopted child, or newly fostered child.
3. An additional six (6) weeks of sick leave either from the Faculty member's own accumulated total of sick leave and/or vacation or time transferred to the Faculty member from the sick leave pool may be used to supplement the Paid Parental Leave benefit so that a parent is able to maintain income for the entire twelve (12) weeks of FMLA eligibility following childbirth, adoption, or foster care placement for the purpose of recovery from childbirth, and bonding.
4. An eligible Faculty member will have the discretion to use Paid Parental Leave before or after accrued sick leave and vacation. However, an employee must exhaust Paid Parental Leave and accrued sick and vacation leave prior to going on an unpaid FMLA status.
5. Paid Parental Leave shall run concurrently with FMLA. Paid parental leave will ordinarily be used on a continuous leave basis, but may be used intermittently subject to the same requirements, including the University's approval, as required under the FMLA.
6. Paid Parental Leave should generally commence following the birth, adoption, or foster care placement, but in some instances it may occur prior to the event when deemed medically necessary or when needed to fulfill the legal requirements for an adoption or foster placement, provided all eligibility requirements are met.

7. Paid Parental Leave should be used during the twelve (12) weeks immediately following the birth, adoption, or foster care placement. Exceptions will be considered on a case-by-case basis and the Faculty member's request is subject to approval by the academic unit administrator or Regional Campus Dean, the College Dean and the Provost.
8. A Faculty member who utilizes Paid Parental Leave is required to return to full-time work for at least one full academic year, excluding summer sessions, following the conclusion of the leave. If the employee does not fulfill this obligation, ~~he/she/they~~ must reimburse the University for the salary that ~~he/she/they~~ received during the leave. This requirement may be waived if the employee is unable to return to work due to non-reappointment, denial of tenure, a disabling medical condition, to care for a newborn with a serious medical condition(s), or other circumstances beyond the employee's control.
9. During the period a Faculty member is utilizing Paid Parental Leave, there shall be no accrual of sick leave and/or vacation.
10. Unless a probationary Faculty member has requested and been granted an extension of ~~his/her/their~~ probationary period under the University Policy and Procedures Governing Modification of the Faculty Probationary Period (Policy Register 3342-6-13), use of Paid Parental Leave will not affect the date for ~~his/her/their~~ mandatory tenure review.
11. Paid Parental Leave is a benefit of employment and its use shall not have a negative impact on the Faculty member's evaluation in the reappointment, tenure or promotion process and/or the Faculty member's employment status.

Section 13. Childcare Services.

~~During the life of this agreement, the University agrees to review and explore the feasibility of implementing the recommendations contained in the Childcare Report dated March 14, 2025 prepared by the Faculty members appointed to the Quality of Faculty Work/Life Committee in AY 2024-2025.~~

Section 14. Prospective and New Hires.

~~Finalists for tenured or tenure track Faculty positions shall be afforded an opportunity to meet with a representative of the Association during their on-campus interview or virtual equivalent. The Association shall be afforded an opportunity to meet with all newly hired Faculty members during the New Faculty Orientation.~~