

# Tentative Agreement for Collective Bargaining Agreement Expiring June 30, 2023

**Tentative Agreement  
between  
The University of Toledo  
and  
The University of Toledo American Association of University Professors  
(Lecturers Bargaining Unit)  
For the Successor Collective Bargaining Agreement  
Effective July 1, 2022—June 30, 2023**

## Tentative Agreement

The University of Toledo (“University”) and the University of Toledo Chapter of the American Association of University Professors (Lecturers Bargaining Unit) (“UT-AAUP”) are parties to a Collective Bargaining Agreement, which expired on June 30, 2022. The Parties have bargained collectively and in good faith and agree that this tentative agreement complies with their duties under the Collective Bargaining Agreement and Chapter 4117 of the Ohio Revised Code. The Parties agree to the validity of this tentative agreement, and they waive and release any rights to challenge its validity.

The Parties hereby mutually agree to the following:

### **I. SUCCESSOR AGREEMENT**

The Parties agree to a tentative agreement for a one-year successor Collective Bargaining Agreement that will be effective July 1, 2022, through June 30, 2023 (“Successor Agreement”).

The Parties agree that they will commence good faith negotiations on or by October 3, 2022, for a successor to this one-year Successor Agreement. The parties agree that they will mutually establish a preliminary schedule for negotiation sessions no later than September 3, 2022. The Parties agree that if fact-finding is necessary under R.C. 4117, they will mutually establish a schedule for fact-finding (hearing dates set by mutual agreement of the parties and confirmed by the Fact Finder) to commence no sooner than February 15, 2023, unless the parties mutually agree to an alternative; once a mutually agreed upon date is selected fact finding will begin no sooner than thirty (30) days of the determination being made.

### **II. The Parties further agree that the following articles and sections of articles will be modified in the Successor Agreement starting July 1, 2022 and ending June 30, 2023.**

All other articles and sections not addressed in this Successor Agreement will remain current contract language, in full force and effect as they currently are in the Collective Bargaining Agreement that expires June 30, 2022.

**ARTICLE 12**  
**HEALTH CARE BENEFITS**

12.1 For the duration of this Agreement, the University will provide Bargaining Unit Members with medical insurance, a prescription drug benefit, dental insurance, and vision insurance under the plans provided to the employees of the University, and on the same terms and conditions on which those benefits are provided to non-bargaining unit employees of the University. The medical insurance plans shall include at least one PPO plan and at least one high deductible CDHP/HSA plan.

If the University decides to change or modify the benefit plan(s) consistent with this Section 12.1 above, the University will inform the Union ninety (90) days prior to the effective date of the new benefits.

The University will make available on its website a summary plan description for the medical plan(s) at the beginning of each plan year. The University shall notify Members when the new SPD has been posted.

12.2 Notwithstanding section 12.1, above, Members will be responsible to pay twenty percent (20%) of the full premium of the University's plan through payroll deduction that includes group medical, pharmacy, dental and vision coverage which the Bargaining Unit Member elects.

12.3 SPOUSAL HEALTH CARE ELIGIBILITY

If a spouse has accessibility to health insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and may stay on the UT plan as secondary. If the working spouse makes \$25,000 or less annually and health insurance through their employer would cost them more than \$75/month for a single plan/employee contribution, they may be carried on the UT plan as primary.

12.4 HEALTH CARE ELIGIBILITY FOR CERTAIN DEPENDENTS

Members who elect coverage through the University may also elect coverage for their dependents who are of ages 19 to the age required by State or Federal law. Persons who are dependents to Members because of disability may be covered under the Member's health plan as a "dependent" regardless of age or student-status.

12.5 HEALTH CARE INFORMATION

## **Tentative Agreement for Collective Bargaining Agreement Expiring June 30, 2023**

Upon request, the UT-AAUP shall be provided utilization information and all non-protected, non- confidential, health (PHI) information on all plans on an annual basis.

### **ARTICLE 13** **OTHER BENEFITS**

The Parties agree to delete sections 13.4 and 13.5 in their entirety. They agree to a new section 13.1 titled "EDUCATION BENEFIT" as follows:

13.4.1 Members, their spouses, and their dependents shall be eligible for the educational benefits provided by the Educational Assistance and Tuition Waiver Policy 3364-25-35 and the Institutional Aid Policy 3364-30-53 that are applicable as of the effective date of this agreement. Copies of these polices are attached as Appendix ?.

#### 13.5 PARKING

The Employer will provide Members with the same on-campus parking privilege as other non-union employees and access to the same lots as other non-union employees. The charge for this privilege may be paid via payroll deduction. The rates paid by Members will not be more than the rates paid by other non-union employees.

#### 13.6 RECREATION/PHYSICAL FITNESS FACILITIES

Members may continue to utilize campus recreation/physical fitness facilities at the usual and customary membership rates for UToledo employees.

**ARTICLE 18**  
**UT-AAUP**

- 18.4 The UT-AAUP dues shall be established by the UT-AAUP and certified to the Employer by the UT-AAUP. The payroll deduction of the regular UT-AAUP dues shall be consistent with applicable law and made on each pay day in each month during which the Member is in active pay status. Each biweekly pay period, the University will provide the UT-AAUP with an Excel file list of individuals for whom dues deductions were made and remitted.
- 18.4.1 No Member of the Bargaining Unit shall be required to become a Member of the UT-AAUP as a condition for securing or retaining employment.
- 18.4.2 The UT-AAUP shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability or costs that arise out of, or relate to, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.
- 18.4.3 The Employer agrees to make every effort to forward checked-off dues to the UT-AAUP within two weeks following the second pay day of each month, but no later than thirty (30) days.

**Tentative Agreement for Collective Bargaining Agreement Expiring June 30, 2023**

**ARTICLE 22**  
**TERM OF AGREEMENT**

Upon ratification by the UT-AAUP and the Board of Trustees, the Agreement will be effective July 1, 2022.

The Agreement shall remain in effect through June 30, 2023, or until a successor collective bargaining agreement is reached either as a result of ratification of a tentative agreement or through the use of the applicable statutory dispute settlement procedures set forth in R.C. 4117.

**ARTICLE 23**  
**DISTRIBUTION OF AGREEMENT**

Within thirty (30) calendar days after this Agreement has been ratified and signed by the parties, the Employer shall make this Agreement available on the Provost's website. The University will make any new members aware of where the Agreement can be located and provide a direct link to the appropriate webpage.

**APPENDIX D**  
**HEALTH CARE BENEFITS**

The Parties agree to delete the entirety of Appendix D.

**Tentative Agreement for Collective Bargaining Agreement Expiring June 30, 2023**

**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING REGARDING PARKING PRIVILEGES**

The Parties agree to delete Appendix E in its entirety from the Collective Bargaining Agreement.



**III. Each 1.0 FTE Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2022, and still employed as a Member of the Bargaining Unit on August 22, 2022, shall receive an increase to base salary of 2%. Members of the Bargaining Unit working 12-month contracts shall receive their increase effective July 1, 2022.**

**Article 11**  
**COMPENSATION**

11.1 Salary Increases for 2022-2023.

Each 1.0 FTE Bargaining Unit Member employed as a Member of the Bargaining Unit on March 31, 2022, and still employed as a Member of the Bargaining Unit on August 22, 2022, shall receive a 2% increase to base salary.