

Successor Agreement to the Collective Bargaining Agreement  
between  
The University of Toledo  
and  
The University of Toledo American Association of University Professors  
(Tenured, Tenure-Track Unit)

TA'd  
1/10/25  
1/10/20  
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Off the Record Package Supposal

The University of Toledo ("University") and the University of Toledo Chapter of the American Association of University Professors (Tenured, Tenure-Track Bargaining Unit) ("UT-AAUP") are parties to a Collective Bargaining Agreement. 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 three-year successor Collective Bargaining Agreement that will be effective July 1, 2024, through June 30, 2027 ("Successor Agreement").

**II. The Parties agree that the following will be modified in the Successor Agreement as included herein.**

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.

**ARTICLE 26**  
**TERM OF AGREEMENT**

Upon ratification by the UT-AAUP and the Board of Trustees, the Agreement will be effective July 1, 2024.

The Agreement shall remain in effect through June 30, 2024, 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 12**  
**COMPENSATION**

12.1 Salary Increases for 2023-2024.

12.1.1 Salary Increases for 2024-2025

Each 1.0 FTE Bargaining Unit Member employed as a Member of the Bargaining Unit on ~~May~~March 1, 2023~~2024~~, and still employed as a Member of the Bargaining Unit on the August 19, 2024 date of ratification shall receive a 32% increase to base salary, with retroactivity to August ~~18~~21, 2024.

12.1.2 Salary Increase for 2025-2026

Each 1.0 FTE Bargaining Unit Member employed as a Member of the Bargaining Unit on March 1, 2025, and still employed as a Member of the Bargaining Unit on August 18, 2025, shall receive a 2.5% increase to base salary. In addition, Bargaining Unit Members employed as Members of the Bargaining Unit on March 1, 2025, and still employed as Members of the Bargaining Unit on August 18, 2025, will receive a one-time lump sum payment, not added to the base wage, of one thousand dollars (\$1,000.00)

12.1.3 Salary Increase for 2026-2027

Each 1.0 FTE Bargaining Unit Member employed as a Member of the Bargaining Unit on March 1, 2026, and still employed as a Member of the Bargaining Unit on August 17, 2026, shall receive a 2% increase to base salary.

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12.5 A Member promoted in academic rank shall receive an increase to annual base salary on the effective date of promotion as follows:

<u>2024-2027 Academic Years</u>	
To Assistant Professor	<del>\$4,000</del> <u>\$4,500</u>
To Associate Professor	10% or <del>\$10,000</del> <u>\$10,500</u> whichever is greater
To Professor	10% or <del>\$10,000</del> <u>\$10,500</u> whichever is greater

12.6 Notwithstanding the above provisions, effective August 1, ~~2018~~2024, no member shall be paid less than the following annual salary for a 9-month appointment:

2024-2027 Academic Years	
Instructor	\$41,000 \$50,000
Assistant Professor	\$54,000 \$63,000
Associate Professor	\$58,000 \$67,000
Professor	\$60,000 \$69,000

This Successor Agreement is jointly acknowledged and signed below by the Parties' duly authorized representatives.

For the University:

*Don Nuttman*  
 \_\_\_\_\_  
 \_\_\_\_\_

For the Union:

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_

Date 1/10/25

Date 1/10/25



Letter of Agreement

UToledo and UT-AAUP Lecturers and UT-AAUP Tenured/Tenure-Track

This Letter of Agreement is entered into by and between the University of Toledo ("University") and the UT-AAUP Lecturers and the UT-AAUP Tenured/Tenure Track ("AAUP Units") for the term of the collective bargaining agreement expiring on June 30, 2027.

In regard to the Education Benefit provided to Members of the AAUP Units, the parties agree that the Educational Assistance and Tuition Waiver Policy 3364-25-35 policy applied will be the in effect policy attached as Appendix D to the collective bargaining agreement with effective dates of July 1, 2023, through June 30, 2024.

Further, in consideration of the AAUP Units withdrawing any and all pending grievances regarding the Educational Assistance and Tuition Waiver Policy, the University will not interpret the Section (D)(2)(a) requirement that courses of study be "degree-seeking" as a basis for the denial of a waiver application under the referenced policy for the term of the collective bargaining agreement expiring on June 30, 2027.

Upon the expiration of this Letter of Agreement, the contract language will control, provided however, no party to this agreement waives its right to negotiate the education benefit during future contract negotiations.

For the University:

David Dittman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the UT-AAUP Lecturers:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_


Date 1/10/25

Date 1/13/25

For the UT-AAUP Tenured/Tenure-Track:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Date 1/13/25

<b>Name of Policy:</b> <u>Tuition Waiver Policy</u>		 <b>THE UNIVERSITY OF TOLEDO</b> <small>1872</small>	
<b>Policy Number:</b> 3364-25-35			
<b>Approving Officer:</b> President			
<b>Responsible Agent:</b> Executive Vice President for Finance and Administration and CFO			
<b>Scope:</b> All Campuses of The University of Toledo			
<b>Key words:</b> Tuition waiver			
<input type="checkbox"/>	New policy proposal	<input type="checkbox"/>	Minor/technical revision of existing policy
<input checked="" type="checkbox"/>	Major revision of existing policy	<input type="checkbox"/>	Reaffirmation of existing policy

(A) Policy statement

The University of Toledo is committed to providing a total compensation package that includes a tuition waiver benefit for eligible employees.

(B) Purpose of policy

To set forth the eligibility criteria and procedures for the tuition waiver program at the University of Toledo for the fall, spring and summer semesters.

(C) Scope

Employees, spouses and dependents must be academically qualified to be eligible for the waiver as determined by their admission to the University of Toledo through the Office of Enrollment Management. Tuition benefits for employees, spouses and dependents are solely a tuition waiver of University of Toledo and do not cover any additional fees or costs associated with instruction unless otherwise precluded by collective bargaining agreements.

- (1) All Main Campus and Health Science Campus benefit eligible full-time and regular part-time (minimum 0.5 FTE) employees are eligible for tuition waiver effective the first semester following date of hire and following successful completion of the probationary period. The Human Resources department will verify employee eligibility.

- (a) Employees are eligible for maximum of eight (8) credit hours of tuition per semester.



- (i) Full-time employees are eligible for 100% tuition waiver for undergraduate courses. For graduate courses, the tuition waiver will cover the program per credit hour tuition rate, not to exceed the non-specialized Graduate tuition per credit hour rate.
  - (ii) Part-time employees are eligible for pro-rated tuition waiver according to their FTE status for undergraduate courses. For graduate courses, the tuition waiver will cover the pro-rated program per credit hour tuition rate, not to exceed the non-specialized Graduate tuition per credit hour rate according to FTE status.
  - (iii) Courses in the doctorate of medicine program at the College of Medicine are excluded from coverage, as are any students enrolled as medical students.
  - (iv) The waiver cannot be applied to coursework used for the J.D. program at the College of Law unless precluded by collective bargaining agreements. Employees who matriculated into the J.D. program at the College of Law prior to June 30, 2020 are eligible to continue to use the tuition waiver for COL coursework until they complete the program as long as they are continuously enrolled and continuously employed by the University.
- (b) The Tuition Waiver Request form must be submitted prior to the semester payment due date posted by the Office of the Treasurer.
- (c) The tuition waiver will only pay for each course only once including courses that are retaken due to a withdrawal unless the withdrawal is due to an extenuating circumstance as defined in the University's Administrative adjustment for extenuating circumstances policy (3364-71-16). The only exception is courses that are designed to be repeated for credit.
- (2) Spouses of benefit eligible full-time and part-time (minimum 0.5 FTE) employees are eligible for tuition waiver for undergraduate courses subject to the following:
- (a) Spousal eligibility will be verified through a marriage certificate.
  - (b) All employees must complete one (1) calendar year of service with the University prior to the first day of the academic term to which the benefit applies before the spouse is eligible for coverage under this policy.
  - (c) The Human Resources department will verify spousal eligibility.
  - (d) Spouses are eligible for a maximum of one hundred fifty (150) undergraduate credit hours of waived tuition.
  - (e) The Tuition Waiver Request form must be submitted prior to the semester payment due date posted by the Office of the Treasurer.
  - (f) The tuition waiver will only pay for each course only once including courses that are retaken due to a withdrawal unless the withdrawal is due to an

extenuating circumstance as defined in the University's Administrative adjustment for extenuating circumstances policy (3364-71-16). The only exception is courses that are designed to be repeated for credit.

- (g) Coursework is subject to annual verification of satisfactory academic progress where satisfactory academic progress is defined by the University's Academic standing policy (3364-71-01).

- (3) Dependent children of benefit eligible full-time and part-time (minimum 0.5 FTE) employees are eligible for tuition waiver for undergraduate courses subject to the following:
  - (a) Dependents children are defined as:
    - (i) Natural children, stepchildren or adopted children of the eligible employee;
    - (ii) Younger than 24 years old as of the end of the calendar year, or any age if permanently and totally disabled at any time during the year;
    - (iii) Unmarried; and
    - (iv) Claimed as an IRS tax dependent on the eligible employee's income taxes.
  - (b) All employees must complete one (1) calendar year of service with the University prior to the first day of the academic term to which the benefit applies before dependent children are eligible for coverage under this policy.
  - (c) The Human Resources department will verify dependent eligibility.
  - (d) Dependent children are eligible for a maximum of one hundred fifty (150) undergraduate credit hours of waived tuition.
  - (e) The Tuition Waiver Request form must be submitted prior to the semester payment due date posted by the Office of the Treasurer.
  - (f) The tuition waiver will only pay for each course only once including courses that are retaken due to a withdrawal unless the withdrawal is due to an extenuating circumstance as defined in the University's Administrative adjustment for extenuating circumstances policy (3364-71-16). The only exception is courses that are designed to be repeated for credit.
  - (g) Coursework is subject to annual verification of satisfactory academic progress where satisfactory academic progress is defined by the University's Academic standing policy (3364-71-01).
- (4) For employees who have completed a minimum of five (5) years of service at the university and who retire from the university through a state retirement system or the alternative retirement program, the employees' eligible dependents will be entitled to use the tuition waiver benefit until the last day of the academic term in which the fifth



anniversary of employee's retirement occurs unless precluded by collective bargaining agreements. Eligible dependents who matriculated in a degree-seeking program at the University of Toledo prior to June 30, 2020 are eligible to continue to use the tuition waiver until they complete the program as long as they are continuously enrolled.

- (5) If an eligible employee dies and, at the time of the event, he or she had completed at least five (5) years of service, the tuition waiver benefit will apply as follows. The employees' surviving spouse (so long as he or she has not remarried) and eligible dependents who have used this benefit once during the ten-year period following the date of the employee's death will be entitled to continue to use the benefit until they graduate or are no longer eligible for the benefit unless precluded by collective bargaining agreements.
  - (6) For changes in employment status other than retirement or death during a semester in which a fee waiver is in effect for the employee, spouse or dependent, the employee will be eligible to receive the benefit only for the remainder of the term in which the change in employment status occurs unless precluded by collective bargaining agreements.
  - (7) Reciprocity with Bowling Green State University
    - (a) The reciprocity program is available only for employees. Spouses and dependent children are not eligible to participate.
    - (b) Reciprocity is available only for programs of study not offered at UToledo.
    - (c) Courses of study must be degree-seeking and taken for credit.
    - (d) Courses and programs in the University of Toledo's College of Law and College of Medicine and Life Sciences are not included in the reciprocity agreement.
    - (e) Eligible employees must follow BGSU rules and regulations regarding use of BGSU waiver which is available from the BGSU Human Resources - <https://www.bgsu.edu/human-resources/benefits/tuition-fee-waivers.html>
    - (f) This benefit is available only for as long as both the University of Toledo and BGSU agree to maintain the reciprocity agreement between the two institutions.
- (D) Procedure
- (1) Scheduling Courses for employees
    - (a) Scheduled courses and related course work should not interfere with the performance and completion of job duties and responsibilities of faculty,



staff, and employees. The individual's supervisor determines any effect on job performance.

- (b) Classified Civil Service employees may not take courses during regularly scheduled working hours. In the event the job requires the courses and the courses are work-related, or if the courses are required for a degree and are not offered at another time, the employee may be permitted to take the courses during regularly scheduled working hours. The employee will be required to make up the work time. The employee may not utilize break times to make up this time. The employee may make up the time before or after regular work hours or on Saturdays. Any arrangements for unpaid leave will result in temporary reduction in pay. The employee's immediate supervisor must approve arrangements for any courses taken during regularly scheduled working hours and the employee must notify in writing the Human Resources Department (HR).
- (c) Unclassified staff may take courses during working hours provided the individual's immediate supervisor and vice president approve in advance in writing.
- (d) Immediate supervisors and vice presidents should exercise reasonable efforts to provide a flexible work schedule in situations in which courses must be taken during regularly scheduled work hours.

(2) Waiver Applications

- (a) Courses of study taken by spouses and dependents must be degree-seeking and taken for credit.
- (b) The tuition benefit cannot be used for enrollment in non-credit courses or credit courses which are audited.
- (c) Eligible students must apply for admission to The University of Toledo through the admissions office and register for courses through the university's registration process.
- (d) Tuition waiver applications must be completed online in the MyUT portal by the employee.
- (e) Tuition waivers must be submitted each semester for each eligible student. Tuition waiver applications must be received prior to semester payment due date of the term in which the student is registered. Retroactive tuition waiver applications will not be processed.

- (f) Payment of all fees not covered by the waiver are the student's obligation. Human Resources will not be responsible for the removal of late fees on the student's account prior to the waiver submission.
- (g) Tuition waiver applies to the first enrollment of a course with the exception of courses that are intended to be repeated for credit and withdrawals that are made for extenuating circumstances as defined in the University's Administrative adjustment for extenuating circumstances policy (3364-71-16). The class participant will be charged the full tuition if they wish to retake a course for which a grade was previously issued.
- (h) The tuition waiver can only be applied to University of Toledo tuition assessment for the fall, spring and summer semesters.
- (i) With the exception of the reciprocity agreement with Bowling Green State University, the tuition waiver can be applied to University of Toledo only.
- (3) The Provost and Human Resources are authorized to create additional employee waiver benefits to support instruction in strategically identified academic programs. The terms of those waivers will be specified by the Provost and implemented by Human Resources.

<p>Approved by:</p> <p><i>/s/</i> Sharon L. Gaber, Ph.D. President</p> <p><u>December 20, 2019</u> Date</p> <p><i>Review/Revision Completed by:</i></p> <p><i>Associate VP and Chief HR Officer,</i> <i>SLT</i></p>	<p><b>Policies Superseded by This Policy:</b></p> <ul style="list-style-type: none"> <li>• Previous 3364-25-35, effective date April 2, 2013</li> </ul> <p>Initial effective date: June 16, 2010</p> <p>Review/Revision Date: April 2, 2013, September 2017, April 2019 review, December 20, 2019</p> <p>Next review date: December 20, 2022</p>
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