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# **AGREEMENT**

**between**

**Cincinnati State  
Technical and Community College**

**and**

**American Association of  
University Professors,  
Cincinnati State Chapter**

**August 28, 2017 to August 27, 2018**

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## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2017, by and between Cincinnati State Technical and Community College, hereinafter referred to as the "College," and Cincinnati State Technical and Community College Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP," and jointly hereinafter referred to as the "Parties."

The Parties hereby agree as follows:

## **Article 1**

### **Recognition and Description of the Representative**

#### **A. Recognition**

The College recognizes the Cincinnati State Technical and Community College Chapter of the American Association of University Professors (AAUP) as the sole and exclusive bargaining representative for the members of the bargaining unit described below.

#### **B. Description of the Bargaining Unit**

The bargaining unit shall be defined as follows:

1. Included in the bargaining unit are all full-time Professors, Instructors, Counselors, Cooperative Education Coordinators, Pre-Tech Advisors, Writing Center Managers, Librarians (Coordinator of Information Services and Coordinator of Technical Services), Instructional Designers, and Psychologists.
2. Excluded from the bargaining unit are personnel listed in Paragraph B(1) of this Article with positions created (or to be created in the future) pursuant to the terms of separate, privately-funded arrangements or special-purpose funding grants (e.g., Perkins funds), all employees covered under other collective bargaining agreements, and all unrepresented employees of the College.

## **Article 2**

### **Non-Discrimination and Affirmative Action**

#### **A. Non-Discrimination**

Cincinnati State Technical and Community College is an equal opportunity employer. The College, the AAUP, and the members of the bargaining unit agree that they shall not discriminate against anyone for reasons including race, creed, color, age, gender, height, weight, marital status, religion, national origin, sexual orientation, physical or mental disability, or membership or non-membership in the AAUP, or lawful activity in support of or in opposition to the AAUP, or for exercising any rights in this Agreement.

#### **B. Affirmative Action**

Cincinnati State Technical and Community College is an affirmative action employer. In all areas of personnel matters, including, but not limited to, initial employment, changes in status, tenure, and retention, the College will give particular attention to the candidacy of qualified women and minorities. Both parties will cooperate in the endeavor to achieve affirmative action goals and objectives. The College agrees any College-wide committee recognized as participating in affirmative action endeavors shall include the designees of the AAUP.

## **Article 3**

### **Relationship Between the Parties**

#### **A. Purpose**

The parties agree that it is in their mutual interest to maintain a harmonious and cooperative relationship. To perform its duties as the exclusive bargaining agent of the faculty, the AAUP shall be accorded the following rights and privileges.

#### **B. Right to Data**

The AAUP shall have access to College data and information not specifically exempted by law, which it deems necessary to meet its collective bargaining responsibilities or to administer this Agreement. The College shall maintain the personnel files of bargaining unit members separate from those of other College employees, so that the AAUP Contract Compliance Officer or designee may have personal access to them whenever the Human Resources Office is open.

1. The College shall make available such data and information as soon as is reasonably possible, but no later than fourteen (14) days after the AAUP's request.
2. The College shall provide to the AAUP Membership Chair a copy of the Change-of-Status form for all newly-hired bargaining unit members, all withdrawals from the unit for any reason, and all changes in status of unit personnel.
3. Electronic copies of the Board of Trustees agenda and meeting minutes shall be available in advance of meetings on the College Intranet site or in another easily accessible repository.
4. The College President shall designate the individual responsible for receiving and responding to the above-cited information requests.

#### **C. Right to Access to College Services and Facilities**

As the officially designated bargaining representative of the faculty, the AAUP shall have the rights of reasonable access to College services and facilities to transact official business. The College shall provide the AAUP with:

1. An office with a door, separate from the office assignments of any of the AAUP Officers, and a storage area.
2. Use of College meeting rooms, conference rooms, classrooms, auditoriums or laboratories.
3. Reasonable use of College facilities, audiovisual equipment, and personal computers for purposes of transacting official AAUP business for the bargaining unit, provided that such use does not interfere with the normal operation of the College or the performance of duties by any employee.



4. Use of such designated College bulletin boards as shall be mutually agreed upon by the AAUP and the College.
5. Use of a specially designated AAUP mailbox to be located at each campus and access to faculty mailboxes for communication with members of the bargaining unit regarding AAUP business.
6. Access to College photocopying machines or services at the same cost and under the same conditions as provided to students or non-bargaining unit employees, provided no unreasonable demands are placed upon secretarial or clerical help.
7. Use of College telephones to conduct toll-free calls for AAUP business regarding the bargaining unit, provided that such does not interfere with College use of the telephone or the performance of duties by any employee. The AAUP shall reimburse the College for any toll calls, consistent with College practices.
8. The AAUP shall, within twenty (20) days of the signing of this Agreement, print and distribute copies of this Agreement to all members of the bargaining unit and shall provide to the AAUP Membership Chair an additional twenty-five (25) copies for each year of the Agreement. The College shall provide to new hires into the bargaining unit a copy of this Agreement on or before the effective date of hire. The College shall either provide printing services internally or bear the cost for duplication of the Agreement by a third party.
9. The College shall continue to provide the AAUP with two (2) file cabinets, which shall be maintained by the AAUP in the office(s) of AAUP official(s).
10. The College shall list in all College directories the names, titles, and telephone numbers of nine (9) officers of the AAUP designated by the President of the AAUP.
11. Faculty members who require access to the College during non-operational times may request such access through the Campus Police, and such access shall not be unreasonably denied.

In consideration of the use of facilities, the AAUP agrees to hold the College harmless from and against all loss, liability, damage, or injury to person or property in connection with the use of College facilities and equipment. AAUP shall reimburse the College consistent with College practices for all loss, liability, damage, or injury to person or property, so long as such loss, liability, damage, or injury is due to some fault of the AAUP or its members.

#### D. Right to Check-Off Procedures for Chapter Dues and Fair Share Fees

##### 1. Dues Check Off

Upon written authorization of any employee covered in this Agreement, the College shall deduct from the employee's paycheck in biweekly amounts such dues, fees, and/or assessments as the AAUP may, from time to time, authorize in accordance with its constitution and bylaws. The AAUP will

provide the written authorization to payroll and the Human Resources Department before deductions are amended.

## 2. Fair Share

- a. The AAUP and the College agree that, as a condition of employment, all members of the bargaining unit described in this Agreement who are not members of the AAUP shall pay to the AAUP a fair share representation assessment as determined by the AAUP, the amount of which fee shall not exceed the amount of dues, fees, and assessments paid by members of the AAUP.
- b. Beginning with the employee's first paycheck, and on a regular biweekly basis, the College shall deduct from the paychecks of the members of the bargaining unit who are not members of the AAUP the amount of the fair share representation fee in accordance with Ohio Revised Code 4117.09(C).
- c. Any members of the bargaining unit, who for *bona fide* religious or historically held conscientious reasons that are in accordance with Ohio Revised Code 4117.09(C) objects to payment of the fair share representation fee, may make a payment to a Cincinnati State Technical and Community College student scholarship fund or to another non-religious, tax-exempt, charitable organization agreed upon by the AAUP.
- d. The AAUP has adopted procedures to annually notify any member of the bargaining unit who has not joined the AAUP concerning the manner in which the fair share fee was calculated, and his or her right to object to the AAUP's fair share fee and to obtain a hearing before an impartial arbitrator concerning the calculation of the fair share fee. The AAUP shall provide a copy of its annual fair share fee notice and procedures to the College.
- e. In the event the AAUP is called on by the College to defend, indemnify, and hold harmless the College in litigation arising from dues transmission, the AAUP will be allowed to select legal counsel who, to the extent allowed by applicable law, will defend jointly the College, the AAUP, and any other defendants in such litigation.

## 3. Transmission of Funds

The College shall use its best effort to transmit to the AAUP all of the deducted dues, fees, and / or assessments of the members of the Chapter and the fair share representation fees of the non-AAUP members of the bargaining unit.

## 4. Reporting of Funds

No later than October 15<sup>th</sup> of each year, the College shall provide to the AAUP a report showing each faculty member's salary and total dues withheld during the period September 1 through August 31.

E. Leaves of Absence for AAUP Activities

1. The College recognizes the importance of faculty participation in appropriate professional organizations and associations and further recognizes the American Association of University Professors as an appropriate professional association.
2. For each year of this Agreement, the College shall make available to the AAUP a pool of eighteen (18) days per year of professional leave of absence to be allotted by the AAUP Executive Committee for the purposes of affording Chapter members an opportunity to participate in AAUP meetings, seminars, conferences, or other professional activities. In allotting said days, the AAUP agrees to give appropriate consideration to the needs of the students, the divisions, and the College. No more than five (5) class days shall be taken in a row by any one individual. The AAUP shall notify in writing the Director of Human Resources of the allotment of days. Unused days at the end of a contract year shall accumulate to the next contract year, to a maximum of 28 days.

F. Released Time for AAUP Activities

During the semesters in which the College and AAUP are negotiating a contract, bargaining team members (to a maximum of six) may utilize another qualified member of the bargaining unit to substitute for the team member in teaching courses or performing professional responsibilities during any semester in which negotiations are underway. The College shall not be required to pay the substitute any additional compensation, nor award the substitute any additional workload units. The same system may be used for providing released time to the Chapter President of the AAUP, the Chapter Contract Compliance Officer, and/or other AAUP members as the AAUP shall deem necessary (to a maximum of three) during any semester. In addition, this system may be used for providing released time to the AAUP Bargaining Council Chair during the year in which collective bargaining for this Agreement takes place.

As an alternative to arranging for donated time from bargaining unit members, the AAUP may, upon payment to the College of the cost of adjunct faculty salaries, obtain such released time as it may deem necessary pursuant to the conditions described in this paragraph for the unit members as described above. The AAUP must notify the College President as soon as is reasonably possible in advance of the start of any semester in which released time is to be taken of that intention and the method which will be used. The AAUP and the appropriate Dean or Director shall consult to ensure that program delivery is not unreasonably disrupted. If AAUP chooses to pay for an adjunct salary, that payment shall be due and payable to the College in one amount by July 1 of each year.

G. Meeting Dates

The AAUP shall advise the College of the dates and times of regular scheduled meetings of the AAUP. Such dates and times shall be submitted by the College to members of the administration with instructions that best efforts be made so that no bargaining unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings. Instructional duties

shall not be canceled in favor of AAUP meetings. Resolutions of conflicts with other duties is the responsibility of unit members.

H. Faculty / Administration Communication Team

The AAUP and the College agree to continue the Faculty / Administration Communication Team, comprised of no more than six (6) members of the bargaining unit appointed by the AAUP, and no more than six (6) members of the administration appointed by the President. This Communication Team shall have as its general objectives the following:

1. To improve communication and to establish continuing mechanisms for communication between the AAUP and the administration.
2. To provide the faculty and the administration with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness.
3. To expand and improve working relationships between faculty and administration.
4. To assist faculty and administration in solving problems of mutual concern, including environmental conditions, health, and safety matters.

The Communication Team shall meet monthly on a regular schedule which is mutually agreeable to both the AAUP and the Administration.

Should the consensus recommendation of the FACT committee not be accepted, the reasons will be communicated to the FACT Committee in writing.

## **Article 4**

### **Grievance Procedure**

#### **A. Purpose**

The College and the AAUP recognize the importance of establishing a prompt, efficient, orderly, and fair procedure for resolving complaints. The parties agree to use their best efforts to resolve complaints informally before they become formal grievances. Nothing in this procedure shall be construed as limiting the right of an individual member of the bargaining unit to communicate with any other member of the bargaining unit or any member of the administration for the purposes of informal resolution of a complaint.

#### **B. Definitions**

1. A grievance is a complaint or allegation by a member of the bargaining unit or by the AAUP that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement.
2. Time limitations provided for in this article shall be strictly observed, unless they are extended by mutual written agreement of the College and the AAUP.
3. Should the College not respond to a grievance within the time limitations specified herein, the AAUP may immediately advance the grievance to the next step in the procedure. Any grievance not timely presented at any step shall not thereafter be considered a grievance under this Agreement and shall be considered to have been resolved with the disposition of the last step of the procedure.
4. A member of the bargaining unit who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from any personnel file of the participant. The participant shall have the right to examine the file and make a photocopy of its contents.
5. Any member of the bargaining unit presenting a grievance at any step of the procedures described herein may choose to be accompanied by a representative of the AAUP. All parties involved in the grievance shall have the right to have legal counsel present at any step of the procedure.

C. Informal Resolution of Grievances

Any member or group of members of the bargaining unit may present an informal complaint with the appropriate administrator, usually the grievant's division Dean. Any informal resolution of a complaint shall be consistent with the provisions of this collective bargaining Agreement. Nothing shall be construed as limiting the right of the grievant or of the AAUP to present a formal grievance within the 30-day timelines as specified in D(3) of this article. When advancing a grievance to the first formal step at D(3) of this article, the AAUP shall document that an attempt was made to resolve the issue at the lowest appropriate administrative level.

D. Formal Grievance Procedure

1. In the event that a complaint cannot be resolved informally, the parties shall pursue the first step in the formal grievance procedure before making any application for arbitration, unless the College and the AAUP agree in writing to alter the procedure or waive one or more of the steps by proceeding directly to arbitration.
2. Upon written request of the AAUP Contract Compliance Officer, the College shall submit any requested documents in its possession which may be necessary for investigation of the grievance. The College shall deliver such documents as soon as is reasonably possible, but no later than seven (7) days after receipt of a written request.
3. Internal Steps in the Procedure
  - a. Step One: The Director of Human Resources
    - (1) Within thirty (30) days of when the AAUP learns of, or in the exercise of reasonable diligence should have learned of, an alleged violation of the provisions of this Agreement, the AAUP shall submit to the Director of Human Resources a completed Faculty Grievance Form or a dated, signed, written description of the grievance, clearly labeled "grievance" containing substantially the same information as provided for on the Faculty Grievance Form.
    - (2) Within eight (8) days of receipt of the written grievance, the Director of Human Resources shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
    - (3) The Director of Human Resources shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days in a Grievance Disposition Form or in a document containing substantially the same information as contained in a Grievance Disposition Form, which shall include written details of the reasons which support the decision.

- (4) Within eight (8) days after receipt of the disposition of the Director of Human Resources, the AAUP may appeal the decision in writing to the College Grievance Officer, by submitting a Grievance Disposition Reaction Form or a document containing substantially the same information as contained in a Grievance Disposition Reaction Form.
- (5) By agreement, the parties may decide to advance the grievance to step two of the procedure, or to appeal directly to arbitration at step D(4) of this article.

b. Step Two: The College Grievance Officer

- (1) Within eight (8) days of receipt of the written grievance appeal, the College Grievance Officer shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
- (2) The College Grievance Officer shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days after the meeting. Should the disposition be negative, the College Grievance Officer shall include written details of the reasons which support the disposition.
- (3) Within thirty (30) calendar days after receipt of the College Grievance Officer's written disposition, the AAUP may appeal the College Grievance Officer's decision to arbitration.
- (4) The AAUP, at its sole discretion, shall decide whether or not a particular grievance shall be submitted to arbitration. The AAUP shall indicate its intention to appeal to arbitration by submitting such intention in writing to the College Grievance Officer.

4. Arbitration

- a. Should the AAUP submit to the College Grievance Officer an appeal to arbitration, the representatives of the College and the AAUP shall meet within ten (10) days to select an arbitrator by mutual written consent or to request either the American Arbitration Association or the Federal Mediation and Conciliation Service to supply them with a list of seven (7) names from which they will select an arbitrator. In the event that the parties cannot agree on which agency to ask for a list of arbitrators, the American Arbitration Association shall be used.
- b. Within seven (7) days of receipt of the list of arbitrators, the College and the AAUP shall, by the alternate striking of names, select an arbitrator.
- c. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement.
- d. The terms of this Agreement shall not be subject to arbitration.

- e. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement. The decision of the arbitrator shall be binding on both parties.
  - f. The arbitrator shall have no authority to resolve any issue not submitted to him or her.
  - g. All fees and expenses of arbitration shall be equally divided between the parties.
5. At any time during the Formal Grievance Procedure, the parties may, by mutual written agreement, attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process, such as Grievance Mediation. Should such an option be agreed to, time limits in the normal Grievance Procedure shall be held in abeyance during the ADR process. Any costs incurred shall be shared equally by the parties.



## **Article 5**

### **Administration Rights**

#### **A. Subjects of Collective Bargaining**

All matters pertaining to wages, hours, or terms and other conditions employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Administration and the AAUP, except as otherwise specified in this article.

#### **B. Rights of Administration**

Unless the Administration agrees otherwise in a collective bargaining Agreement, nothing herein impairs the right and responsibility of the Administration to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a governmental unit.

## Article 6

### Faculty Involvement in the Governance of the College

#### A. College Governance

1. The AAUP and the Administration recognize the Board of Trustees as the final institutional authority of the College and further recognize the rights vested in the Board of Trustees as described in the Ohio Revised Code and in Article 5 of this agreement, except as otherwise modified in this Agreement.
2. While the Board of Trustees retains the right of ultimate authority, the parties recognize the role of the President, the Vice Presidents, the Deans, and the other administrators in conducting the administration of the College, and the role of the faculty in academic matters.

#### B. Role of the Faculty in the Academic Administration of the College

1. The Administration and the AAUP value the significant contributions the Faculty make to the College, and recognize that the Faculty has significant day-to-day responsibility for making recommendations on fundamental academic matters, including, but not limited to, curriculum, academic advising, subject matter and methods of instruction, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process. On such matters, final decisions are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. Should the Administration's decision be contrary to the faculty recommendation, the reasons for the decision, as well as the reasons for rejecting the faculty recommendation, will be communicated in writing.
2. The Administration and the AAUP recognize the Faculty Senate as the primary means through which the Faculty makes known its recommendations on those academic matters for which it has significant responsibility.
  - a. The Faculty Senate shall establish appropriate standing committees and *ad hoc* committees to make known its recommendations regarding those academic matters for which it has significant responsibility. Current standing committees include the Academic Policies and Curriculum Committee (APCC), the Tenure Committee, the Cooperative Education Committee, the Academic Technology Committee, the Sabbatical Review Board, the Scholarship/Honors Committee, and the Professional Development Committee. The College President may appoint appropriate administrators and staff members to such committees as long as the number of administrators and staff members does not exceed one-third of the number of members of the committee. The program chairs and/or department chairs and general faculty of the academic divisions may, in cooperation with divisional academic administration, establish such agencies or committees as may be necessary for appropriate faculty participation in the government of the academic divisions.

- b. Any College-wide committee or Quality Management Team which is intended to address curriculum, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process shall have fifty percent (50%) representation appointed by the Faculty Senate. The College President may make recommendations to the Faculty Senate for faculty appointments to such committees and Quality Management Teams, and the Faculty Senate will give due consideration to those recommendations.
    - c. Upon the request of the Faculty Senate, but no more than two (2) times in any academic year, the Administration shall provide to the Faculty Senate President a comprehensive list of working College-wide committees.
    - d. The Faculty Senate President (or designee) shall earn 4 workload units per academic semester for his/her responsibilities as President.
  - 3. Each Dean will convene a "Divisional Council" composed of chairs and representatives of co-op coordinators and advisors to provide assistance in decision making for the division and to address issues related to divisional operations.
  - 4. The Parties agree that issues involving the assignment of provisions or facilities for non-academic commercial purposes may be brought forward for discussion by the Faculty Senate to the Academic Vice President.
- C. Advisory Role of the Faculty in Non-Academic Decision-Making
- 1. The Administration and the AAUP recognize that the Faculty has a direct and compelling interest in College issues including, but not limited to, long- and short-range planning, priorities in the deployment of financial resources, acquisition and use of existing physical and human resources, institutional self-study, and marketing, public relations, and recruiting activities.
  - 2. The Administration and the AAUP agree that College-wide committees and Quality Management Teams established to make recommendations on such issues, and any such committees established during the period of this Agreement, shall include at least one-third appointments of the Faculty Senate.
    - a. The College President may make recommendations to the Faculty Senate for faculty appointments to such committees and Quality Management Teams, and the Faculty Senate shall give due consideration to those recommendations.
    - b. It is understood that this provision shall not apply to strictly administrative committees such as the Deans' Council and the President's Cabinet.
    - c. The Administration shall create a budget advisory team, which shall provide on-going input into the College's budget building process. Five (5) members of this team shall be appointed by the Faculty Senate, one each from the Humanities & Sciences Division, the Business Technologies

Division, the Center for Innovative Technologies, the Health and Public Safety Division, and one from either the Enrollment and Student Development Division or the Library.

D. Program Retrenchment

The AAUP and the Administration agree that no degree program shall be eliminated unless the President, at least ninety (90) days prior to making his/her recommendation to the Board of Trustees, notifies the Faculty Senate and the AAUP that a recommendation for such action may be made. The Faculty Senate and the AAUP may offer their advice, recommendations, and alternatives to the President. The President shall consider those and forward them along with his or her own to the Board of Trustees.

## **Article 7**

### **Selection and Appointment Procedures**

In the selection of bargaining unit members and academic administrators, the College Operations Manual will apply except as modified below:

#### **A. Definitions**

For purposes of this Article, the following terms are defined:

1. Full-time Faculty (Bargaining Unit) Position – A full-time position in the bargaining unit represented by AAUP as defined in Article 1.
2. Academic Administrator – The Academic Vice President, Divisional Deans and Associate Deans, Directors of Academic departments, or such equivalent positions as may be established.
3. Hiring Manager – The person authorized by the Administration to make the final recommendation of the candidate to receive an offer of employment.
4. New Position – An approved position not reflected in the current year budget complement.
5. Vacant Position – An approved position which is reflected in the budget complement, which may have been vacated due to death, resignation, retirement, non-renewal, termination, or reassignment.
6. Frozen Position – a position that is approved but is not reflected in the current budget complement for financial reasons.
7. Position Description – A written job description that outlines the duties and responsibilities of a position, kept on file and for public record for each position at the College. Generic descriptions of similar positions may be used where applicable.
  - a. When a new position is created, the hiring manager, in conjunction with the Director of Human Resources, shall create a position description.
  - b. In the case of new or vacant faculty positions, the Dean shall consult with the faculty Program Chair, other program faculty, other divisional and/or department stakeholders, and the Human Resources Department in developing the position description and developing a position opening announcement and/or other recruiting/advertising messages.
8. Position Opening Announcement – A written description of the qualifications, requirements, and responsibilities associated with a new or vacant position, used to inform and attract internal and/or external candidates for the position.
9. Search – The process of attracting applicants for a new or vacant position.

10. Internal Search – A search conducted within Cincinnati State Technical and Community College. Eligible candidates are current employees of the College or those adjuncts who have been in the employ of the College within the last year and left in good standing.
11. Screening – The review of applicants to determine qualified candidates for a position.
12. Screening Committee – The committee responsible for screening applications, conducting initial interviews, and recommending candidates to be considered for new or vacant positions. When there is a new or vacant position to be filled, a Screening Committee shall be established in accordance with procedures described in Section C below. The Screening Committee shall complete the responsibilities described in Sections D through H below.
13. Human Resources Liaison – A Human Resources Department professional staff member who assists and advises the members of a specific Screening Committee and assists in expediting the hiring process.
14. Selection, or Offer of Employment – The final decision in the hiring process.

B. Timelines

1. In all processes and procedures described in this Article, the Faculty, the Administration, and the Human Resources Department shall endeavor to complete tasks and responsibilities in a timely manner.
2. The Administration and the Faculty Senate shall develop a process for early planning and notification to support timely appointment of faculty members to Screening Committees, as described in Section D below.
3. All references to “days” are as defined as in Article 22.

C. Approval Process for New and Vacant Bargaining Unit and Academic Administrator Positions

1. New Positions – New positions shall be requested and justified as part of the annual budget-building process, whenever possible. For faculty positions, the Divisional Council and the Faculty Senate may advocate for new positions.
  - a. Each Division’s Council will make its recommendations to the Division Dean or Director.
  - b. The Faculty Senate will make its recommendations to the appropriate Dean or Director and to the Academic Vice President.
  - c. A decision for or against approval of new positions shall be communicated to the recommending bodies as soon as is reasonably possible, but not later than the beginning of the new academic year.
  - d. Occasionally, it may be appropriate to recommend the creation of a new position within a budget year for immediate appointment. In such

instances, the hiring manager will make a request to the Executive Team for approval. Upon receiving this decision, the hiring manager shall inform program and/or department stakeholders as soon as is reasonably possible.

2. Vacant Positions – If through death, resignation, retirement, termination, or reassignment of the incumbent, a position becomes vacant, the appropriate Vice President, in consultation with appropriate divisional, program, and/or department stakeholders, will decide whether to recommend to the Executive Team elimination of the position, maintaining the position and appointing a new individual to it, maintaining the position but designating it as frozen for financial reasons, holding the position for future consideration, or creation of a different or modified position in its place.
3. Anticipated Vacancies – All full-time bargaining unit employees who are considering retirement or resignation shall notify the College in writing of such decision as soon as is reasonably possible.
  - a. When the hiring manager learns of a possible vacancy he/she shall consult with the appropriate divisional, program, and/or department stakeholders to determine what to do about the vacancy, including the possible publishing of notices regarding “Anticipated Vacancies.”
  - b. In the event of a proposed reassignment to fill a vacant position, the chair of the appropriate program or department shall be consulted to determine the appropriate credentials for the position.
  - c. Requests to fill or not to fill the vacant position, or create an alternative position in its place, shall be made with as much lead time as possible, to allow for effective screening and a seamless transition.
4. Failed Search – Should a newly hired academic administrator terminate within 90 days, or in the case of a faculty member, within the period for non-renewal in the first year, it shall be assumed that another approval for the position is not required. If the position is designated as frozen, it shall be assumed that approval is not required when the position no longer has the frozen designation.

D. Search Process for Bargaining Unit and Academic Administrator Positions

1. Appointing the Screening Committee – Once a position has been approved for selection and appointment, a screening committee appropriate to the position being filled shall be established as follows:
  - a. Bargaining Unit position. A Screening Committee shall be appointed consisting of five (5) members. Three (3) of these members shall be appointed by the Faculty Senate, preferably from the affected program or department. Should the Faculty Senate appoint an individual from outside the College to any of these positions, the appropriate Dean shall be informed as soon as is reasonably possible of the identity of the individual and the reason for the outside appointment. Two (2) of these members shall be appointed by the appropriate Vice President, in consultation with the hiring manager. When appointing members of the

committee, the parties recognize their obligation for non-discrimination and affirmative action as set forth in Article 2.

- b. Academic Administrator Position. To ensure faculty input in hiring of academic administrators, a five-person Screening Committee shall be appointed. The Faculty Senate shall appoint two (2) members of the committee. Should the Faculty Senate appoint an individual from outside the College to either of these positions, the Administration shall be informed as soon as is reasonably possible of the identity of the individual and the reason for the outside appointment. Three (3) members shall be appointed by the appropriate Vice President, or if the vacant position is a Vice President, by the College President.
  - c. The Faculty Senate shall endeavor to make its appointments to Screening Committees within 10 days of notification by the appropriate Vice President, or if the vacant position is a Vice President, by the College President.
  - d. Non-Academic Administrator Position. When a Screening Committee is appointed to recommend candidates for a new or vacant position for a non-academic administrator with bargaining unit members in his/her direct reporting line, the hiring manager shall endeavor to appoint at least one faculty member to the committee. The hiring manager may seek input from the Faculty Senate.
- 2. If a member of the Screening Committee appointed by the Faculty Senate is on his/her non-teaching semester, or otherwise unavailable during the time the Screening Committee is establishing procedures, reviewing applications, determining candidates to be interviewed, and conducting interviews, the Faculty Senate shall, within 10 days, appoint a new member. If the Faculty Senate is unable to do so, the committee shall proceed with fewer members.
  - 3. If a member of the Screening Committee appointed by the Administration is on vacation or otherwise unavailable during the time the Screening Committee is establishing procedures, reviewing applications, determining candidates to be interviewed, and conducting interviews, the Administration shall, within 10 days, appoint a new member. If the Administration is unable to do so, the committee shall proceed with fewer members.
- E. Establishing the Screening Committee Procedures, Position Expectations, and Scope of the Search
- 1. The Screening Committee, with all members present, shall endeavor to meet within 10 days of the appointment of the Committee to select a chair, complete the tasks described in the following paragraph, receive orientation on the search, and develop an interview process. The Human Resources Department shall convene the first meeting. Every effort shall be made to schedule meetings at mutually convenient times.
  - 2. The Screening Committee, with all members present, shall consult with the hiring manager, the Human Resources Liaison, and, when applicable, the appropriate executive-level administrators to review the position opening announcement, clarify requirements and expectations for the position to be



filled, gain understanding of the profile of the candidate the committee seeks, and provide recommendations on recruiting sources. The committee may also consult with other stakeholders who contributed to the formation of the position description as described in A(7) above. The committee may recommend that applicants be required to submit specialized application materials (for example, a portfolio of professional work samples) and /or recommend that applicants be notified of special interview requirements (for example, a teaching demonstration or professional skills demonstration).

3. The Screening Committee shall keep in mind that the College is committed to creating and maintaining diversity in its employee group and it shall therefore, in consultation with the Human Resources Liaison, establish clear guidelines for consideration of race, ethnicity, gender, disability, and other factors which may have an impact on the diversity of the workforce.
  4. An internal search shall be conducted before any external search begins. The Screening Committee, in collaboration with the hiring manager and the Human Resources Department, will determine whether the internal pool includes appropriate diversity to proceed with screening activities.
  5. Candidates will be asked to submit their resumes and letters of interest to the Human Resources Department for review and transmittal to the Screening Committee.
- F. Initial Review of Responses for Bargaining Unit and Academic Administrator Positions
1. The Human Resources Department shall collect all resumes and other relevant application materials which were submitted in response to the new or vacant position and shall make copies of all materials, as electronic files, available on line for access by all committee members.
  2. The Human Resources Department shall notify the candidates, acknowledging receipt of their resumes and letters of interest and other relevant application materials, and informing them of the time line for the search.
  3. The Screening Committee shall endeavor to screen the applicants' resumes and other application materials within 20 days of the appointment of the Committee to determine which, if any, candidates it wishes to interview. The committee will send this list to the Human Resources Liaison, along with a schedule for conducting interviews. Such interviews shall be conducted expeditiously.
  4. The Human Resources Department shall contact the candidates, establish an interview schedule, and facilitate any travel arrangements that may be necessary. Travel expenses will be paid by the College.
  5. For candidates who are to be interviewed in person, the Screening Committee, in conjunction with the Human Resources Department, shall make appropriate arrangements for hosting candidates.

6. The Human Resources Department shall verify the credentials and/or check the references of the candidates being considered for referral to the hiring manager and may do so at any point during the process.
  7. If the Screening Committee determines that there are no viable candidates in the pool of resumes, it shall so advise the Human Resources Liaison. The committee may recommend that the search be re-opened and may recommend revisions to the position opening announcement and/or the recruiting sources.
  8. The Chair of the Screening Committee shall submit to the Human Resources Liaison a list of the candidates eliminated from consideration, and the Human Resources Department shall notify those candidates, after the position has been filled.
- G. Initial Interview Process for Bargaining Unit and Academic Administrator Positions
1. The Human Resources Department will assist the Committee by providing training and understanding of the legal obligations of the employer.
  2. The Screening Committee, in consultation with the Human Resources Liaison, shall determine the process it wishes to use to interview candidates. If possible, the process should be established during the meetings described in C(2) above. The Screening Committee may decide to interview candidates by telephone, video conference, or other means.
  3. The Screening Committee shall conduct its interviews and shall make its recommendations to the hiring manager, with a copy to the Human Resources Director. The Committee may recommend that the hiring manager interview one or more candidates. The Committee shall endeavor to recommend at least two candidates whenever feasible.
    - a. At its discretion, the committee may communicate a description of the relative strengths and weaknesses of the candidate(s) it recommends.
    - b. The Screening Committee may recommend that there is no viable candidate to send forward and that the search be re-opened, and may recommend revisions to the position opening announcement and/or the recruiting sources.
  4. The Chair of the Screening Committee shall submit to the Human Resources Liaison a list of the candidates eliminated from consideration, and the Human Resources Department shall notify those candidates, after the position has been filled.
- H. Subsequent Interview Process for Bargaining Unit and Academic Administrator Positions
1. The hiring manager shall interview the candidate or candidates recommended by the Screening Committee. After interviewing the candidate(s), the hiring manager may recommend making an offer of employment. Upon such recommendation, the candidate shall be

interviewed by the appropriate Vice President and/or the President of the College.

2. If the hiring manager, the Vice President or the President finds none of the candidates recommended by the Screening Committee to be suitable, he/she will consult with the Chair of the Screening Committee and the appropriate program or department chair regarding re-opening the search and/or revising the position expectations and scope of the search, as described in E(2) above.
- I. Making the Offer for Bargaining Unit and Academic Administrator Positions
1. If the hiring manager, the appropriate Vice President, and/or the President decide that a candidate should be made an offer of employment, the Human Resources Department shall recommend what salary and other compensation should be offered. All offers shall be tendered by the Human Resources Department. Offers made for faculty positions shall include a copy of the current collective bargaining Agreement.
  2. If a candidate is given an offer of employment with the College and turns it down, or is otherwise not willing or able to fill the position, the hiring manager and/or the Vice President or the President may consider offering employment to one of the other candidates in the pool of candidates initially interviewed by the hiring manager. If no such candidates are available, the search will be re-opened.
- J. Selection and Appointment of the College President
1. Joint effort of the most critical kind must be taken when the College needs to choose a new president. The selection of a chief administrative officer should follow upon cooperative search by the Board of Trustees and the faculty, and such other persons as the Board of Trustees determines to be appropriate, taking into consideration the opinions of others who are appropriately interested.
  2. When the Board of Trustees conducts a search for a new College president, the Faculty Senate shall be permitted to appoint at least three faculty members to participate in the search process.
- K. Selection and Appointment of Adjunct Faculty
- The parties recognize that adjunct faculty are not members of the bargaining unit. However, because adjunct faculty work closely with the program or department faculty and program or department Chairs, adjunct faculty assignments shall be made with advice from the program or department Chairs of the academic division in which the adjunct will be assigned. The adjunct appointee credentials must be consistent with the posting requirements. If an adjunct is assigned over the written objection of the Chair, the reasons shall be communicated to the Chair.

## Article 8

### Compensation

#### A. Current Faculty Members

Effective with the beginning of the Fall 2017 semester the base salary of all bargaining unit member shall be increased by an additional two percent (2.00%).

#### B. Increase in Compensation for Earning Tenure Status

The base salary of any faculty member who is awarded tenure during the term of this Agreement shall increase by three percent (3%), effective with the next pay period after the award of tenure.

#### C. Longevity Pay

1. Upon completion of eight (8) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.061 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
2. Upon completion of ten (10) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.093 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
3. Upon completion of fifteen (15) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.126 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
4. Upon completion of twenty (20) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.159 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
5. Upon completion of twenty-five (25) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary

is not equal to the minimum starting salary for that year multiplied by 1.194 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

D. Overload, Professors Emeriti, and Retirees

During the academic year 2017-2018, those members of the bargaining unit who work an overload or those former faculty members who are recognized by the College as Professors Emeriti as of September, 1990, and all members of the bargaining unit who retire in good standing after September 1, 1990, with fifteen (15) or more years of service to the College who perform adjunct work shall be paid overload at a rate that is ten percent (10%) higher than the highest rate of adjunct compensation per unit. This overload rate is not less than \$660 per unit.

E. New Faculty Members

The minimum salary for new faculty members employed after the effective date of this Agreement shall be as follows:

Year	Bachelor's Degree or Equivalent	Master's Degree or Equivalent	Doctorate or Equivalent
2017-18	\$58,199	\$63,703	\$69,206

F. Appointment of Administrators to Faculty Positions

With the exception of those individuals named in Board of Trustees Resolutions 91.24 and 95.45, any current administrator or future administrator who is granted faculty tenure during the period of this Agreement and who is subsequently appointed to a faculty position within the bargaining unit shall earn a faculty base salary that is no greater than that of the highest paid faculty member with similar years of service and credentials.

G. Mileage Reimbursement

Faculty members who qualify for reimbursement for mileage for using their own cars for authorized College business shall be reimbursed at the rate set annually by the IRS.

H. Compensation at Retirement or Resignation Prior to Completion of a Contract Year

The compensation for a member of the bargaining unit who leaves the College through retirement or resignation prior to the completion of a contract year shall be calculated as follows:

$$\frac{\text{No. of Work Days Completed}}{180} \times \text{Annual Base Salary}$$

For any member of the bargaining unit who leaves the employment of the College before completing 180 days of service, the annual individual compensation rate shall be the amount in effect at the beginning of the contract

year plus the appropriate portion of any raise to that amount which becomes effective while the faculty member is still an active employee.

For members of the bargaining unit who complete 180 days of service, the amount will be the amount of the annual individual contract.

This provision does not affect the bi-weekly payroll schedule of the College of twenty-six payments.

If a member of the bargaining unit leaves the employment of the College through resignation or retirement during the contract year and has received more compensation than the employee earned using the above formula, the bargaining unit member will be liable for reimbursing the College the amount of the overpayment.

This provision does not affect the benefits available to the members of the bargaining unit as identified in the contract.

## Article 9

### Workload

#### A. Work Days

Members of the bargaining unit who are Counselors, Pre-Tech Advisors, Librarians (Coordinator of Information Services and Coordinator of Technical Services), Instructional Designers, and Psychologists will work 180 days annually on a flexible time off schedule. Days off and work schedules will be arranged in conjunction with, and approved by, the dean and will include a minimum of two consecutive weeks off if requested by the member of the bargaining unit.

#### B. Workload Units

Members of the bargaining unit whose work will be measured in units are professors and instructors, and those professors and instructors who have assignments in addition to instruction, including program chairing duties.

- Workload for each member of the bargaining unit whose work is measured in units shall not exceed thirty (30) workload units per academic year.
- Compensation for units which cause the faculty member's load to exceed 15 units per semester shall be paid within the semester in which the overload is incurred. The faculty member may agree to waive such compensation as trade-off against a lighter workload in another semester.

Work shall be distributed over 180 days per year, according to the following:

Two teaching semesters:	150 days
Preparation and grading:	up to 8 days
In-service and convocation:	up to 4 days
Office hours (10 hrs/week):	8 days (equivalent)
Service to the College:	up to 10 days

Faculty members are entitled to a minimum of 10 consecutive weeks off if requested by the member of the bargaining unit (not including faculty defined in Article 9(A) and Article 9(K)).

A faculty member may elect to spread teaching over three semesters. The choice to distribute teaching over three semesters does not relieve faculty members of service to the College or in-service activities.

#### C. Course Maximums

For faculty members whose workload is based on course section counts, the maximum number of course sections that any instructor may be assigned shall be five (5) per semester, to a maximum of ten (10) course sections per year.

1. Ten course sections per year shall be considered a full-time workload, beyond which the assignment of any faculty responsibilities other than instruction shall be considered overload and shall be compensated within the semester in which the overload was incurred.

2. Semester workload for these faculty members may exceed fifteen (15) units, to a maximum of sixteen (16) units, with the faculty member compensated for the additional unit during the semester. The faculty member may agree to waive such compensation as trade-off against a lighter workload in another semester.

D. Workload for New Faculty

New faculty members who begin work after the conclusion of the Fall Semester shall have their workload adjusted accordingly. New faculty who begin work in the Spring semester shall have workloads not to exceed the workload maximums above. Those who begin work in the Summer semester shall have workloads not to exceed fifty (50) percent of the above annual maximums.

Newly-hired faculty members shall start work approximately four (4) weeks before the start of any semester. New faculty who begin work while a semester is in session or between semesters shall not have teaching responsibilities before the start of their first full semester. They shall spend their non-teaching time participating in College and divisional orientation activities and preparing for teaching. For the purpose of calculating service toward tenure, a year is defined in Article 13(C)(1).

E. Workload and Sabbatical

Faculty members who are on sabbaticals or other approved leaves shall have their maximum annual workloads reduced by 50 percent per semester of such leave.

F. Annual Projection of Workload

By July 1 of each year, the academic deans or their designees shall consult with the faculty members of their divisions to establish the faculty member's projected workload for the upcoming academic year, including the faculty member's non-teaching semester. Such workload projections shall identify projected contact hours, program chair base units, program chair FTE units, extra preparation units, special project units, and any units assigned for faculty responsibilities in lieu of instruction.

*Note: It is understood that the needs of the students and the curriculum require that this projected workload remain flexible. The intent of this provision is that the division dean and the faculty member have a shared understanding of semester-to-semester as well as annual workload, including determining which units in a particular semester might, from time to time, constitute an overload. Deviations from the projected workload shall occur with the understanding of both the division dean and the faculty member. Faculty members shall be informed of their semester assignments and schedule as early as is reasonably possible.*

1. Administration shall not assign to faculty members classes as part regular workload such that from the beginning of the first assignment to the end of the last assignment of the day, more than twelve (12) hours would elapse, unless agreed upon by the faculty member.



2. For classes assigned by the administration as part of regular workload, at least eleven (11) hours shall have elapsed from the end of the last assignment of one day to the beginning of the first assignment of the next day, unless agreed upon by the faculty member.
3. Faculty may not be required to have responsibilities on the Clifton campus and the Middletown campus during the same work day, unless agreed upon by the faculty member.

G. Workload Unit Assignment

Units shall be awarded as follows:

1. One unit for each contact hour.
2. One unit for each different preparation more than three per semester, unless the extra preparation results from a compensated overload assignment. (Faculty members shall be compensated for extra preparation units during the semester in which said unit(s) are incurred.)
3. Units may be assigned by the bargaining unit member's division Dean for special projects or responsibilities.
4. In recognition of the fact that the Health & Public Safety Division does not have full-time cooperative education coordinators, three (3) units shall be assigned for each academic semester to each faculty member who performs such clinical or cooperative education coordination responsibilities.

In addition to the three (3) units, clinical and cooperative education workload units shall be awarded as follows:

- a. Faculty members whose clinical or cooperative education responsibilities require on-site student instruction shall receive one (1) workload unit for each contact hour of such clinical instruction.
- b. Faculty members whose clinical or cooperative education responsibilities include duties other than direct student instruction shall receive .33 workload units for each student enrolled in such clinical or cooperative education experience.
5. The Administration and the AAUP agree to examine the criteria for recognizing Health & Public Safety Division clinical workload, defined in Section 4 above, as described in the Memorandum of Understanding in Appendix 2.

H. Requests for Overload

Full-time faculty may request overload duties beyond the assigned workload and will be given reasonable consideration in the assignment of overload responsibilities. Full-time faculty members shall be given preference for overload for courses which, within two (2) calendar weeks prior to the start of an academic semester, still do not have an instructor assigned to them.

1. During academic year 2017-2018, the maximum instructional overload assigned to a faculty member shall be nine (9) units during a teaching semester, and fifteen (15) units during a non-teaching semester, or an approximate annual maximum of thirty-three (33) instructional overload units.
2. Under extraordinary circumstances, the Academic Vice President may override the limits to instructional overload.

#### I. Office Hours and Availability

1. A faculty member whose work is measured in units must also be available for ten (10) in-the-building office hours per week, unless teaching hybrid and/or online courses.
  - a. Office hours shall be held during times convenient to students.
  - b. In-the-building office hours shall be scheduled on multiple days each week and shall occur in the faculty member's office or other facility used by the College and convenient for students.
  - c. Faculty members teaching hybrid courses may utilize up to two (2) of the ten required office hours to conduct virtual office hours.
  - d. Faculty members teaching online courses may utilize up to four (4) of the ten required office hours to conduct virtual office hours.
  - e. Virtual office hours may be conducted on or off campus. Virtual office hours may be conducted using telephone, text-messaging, e-mail, online chat rooms, video chat, audio chat, and/or other types of electronic communication.
2. An instructor is expected to spend the remainder of the week preparing to teach, grading exams, setting up labs (it is understood, however, that certain labs which require additional time or attention because of the need for fresh material or specific faculty attention, may require special project units as described in G(3) of this article), interacting with students and prospective students, doing committee and accreditation work, and performing other functions typically performed by college faculty.
3. In addition to the ten (10) office hours, Program Chairs and Department Chairs, in consultation with their Deans, will develop mutually agreeable methods through which they will establish their availability for the remainder of the week.
4. Faculty members shall remain cognizant of the needs of students and hold additional office hours if overload sections create demand that is unsatisfied by the standard number of office hours.
5. Faculty members who teach overload courses during their non-teaching semester will hold office hours, virtual or in-the-building, proportional to a those in a regular teaching semester, based on the amount of overload (e.g., if

teaching 15 overload hours, then hold 10 office hours; if teaching 6 overload hours, then hold 4 office hours, etc.).

J. Program Chair and Department Chair Workload Units

1. Each program chair or department chair will receive four (4) workload units each semester for his or her work as chair, and shall not be assigned more than four (4) classes in any one semester. The four (4) workload units assigned to program chairs and department chairs shall be consider the "base."
  - a. The "base" of four (4) units assumes a program of up to and including forty (40) FTE students registered in the program, not counting students in pre-technology status.
  - b. The program earns one unit for each official "option" or "major," as approved by the Ohio Board of Regents, over and above the base program or "cluster."
  - c. If a program is larger than 40 FTEs, the program earns one additional unit for the forty-first (41st) student up to a size of 60 FTEs, and an additional unit each time a threshold of 20 FTE students is crossed.
2. Following any year in which a program falls below 20 FTEs (as calculated in this Article), the Dean shall notify the program chair in writing that the program will be officially designated a "small program" in the next academic year, and the following process shall begin:
  - a. Step One: In year one of receiving "small program" designation, workload shall be assigned normally, with a base of four (4) units for chair work.
  - b. Step Two: If a program falls below 20 FTEs for a second year, workload shall be reduced to three (3) units for chair work.
  - c. Step Three: If a program falls below 20 FTEs for a third year, workload shall be reduced to two (2) units for chair work.
  - d. If, during any year of "small program" designation, the annual program calculation rises above 20 FTEs, "small program" designation shall be removed and workload shall be calculated normally.
  - e. If a program rises above 20 FTEs, causing it to lose "small program" designation, and falls again below 20 FTEs in subsequent years, the process shall begin at step 1.

The parties recognize the need for flexibility with regard to new or rapidly changing programs. If extenuating circumstances exist that cause a program's size to be less than 20 FTEs, the parties may agree to delay assignment of small program designation.

3. Whether a department chair requires additional units over the base of four (4) depends on the particular duties and responsibilities of that position. The Dean may assign special project units for these additional responsibilities. In calculating such additional units, the Dean shall use the guidelines set forth

in Section K of this Article.

4. Whether a certificate director receives additional units above the one described in (J)(1)(a)(2) of this Article is dependent on the size and nature of the certificate program and the duties and responsibilities attached to the certificate program. The Dean may assign special project units for these additional responsibilities.
5. Where, upon agreement of the program or department chair, the division dean and the affected other faculty members, the duties of program or department chair are divided between or among two or more people, workload units for that program shall be divided among those performing the duties.
6. For purposes of this Article, FTE's shall be defined as the average number of FTE students registered in a program on the fourteenth (14<sup>th</sup>) day of the previous three semesters, beginning with the Summer semester and ending with the Spring semester, not counting students in pre-technology status. Each academic semester, the Administration shall supply to the Program Chairs a list of the names of all students registered in their programs and the students' status as either full admits or pre-tech admits. The Program Chairs shall work with the Administration to insure the accuracy of the data.

K. Program Chair and Department Chair Responsibilities

1. Program Chair Responsibilities. The primary responsibilities of a Program Chair are maintaining the integrity of the program curriculum content, advising enrolled students in the program, and participating in outreach to community partners. The total units assigned for these responsibilities are described in section J(1) above. Responsibilities may be shared with other full-time program faculty as described in section J(4) above.

Although some chair responsibilities may vary in a particular program and/or academic division, in general, program chair responsibilities include the following.

- a. Meet periodically with the other faculty in the program, including the cooperative education coordinator, regarding academic matters affecting the program, including but not limited to:
  - i. maintain and update official course documents and maintain sample course syllabi and other course materials.
  - ii. coordinate (in collaboration with division APCC representative) activities needed to add, revise, or delete curriculum or course information from the catalog; serve as a resource for APCC when needed.
  - iii. review program admission criteria such as placement test scores and/or other relevant criteria.
  - iv. review program cooperative education eligibility criteria and completion criteria.
  - v. maintain list of adopted textbooks for program courses and coordinate processes for textbook adoption when necessary.

- vi. coordinate activities related to external program accreditation and/or internal program review or self-study, as applicable.
  - vii. provide recommendations to the division dean and/or associate deans(s) regarding course scheduling including: annual and semester (or mid- or mini-mester) course offerings, numbers of courses and sections each semester (or mid- or mini-mester), and assigned courses for full-time faculty in the applicable program.
  - viii. participate in selection of new program faculty, as defined in Article 7 of this Agreement.
  - ix. review resumes, interview, and recommend for hiring all new adjuncts.
  - x. provide recommendations to the division dean and/or associate dean(s) regarding assigned courses for adjunct faculty.
  - xi. coordinate orienting new adjunct instructors in the program to course content and applicable course/program guidelines or standards.
  - xii. assist in the evaluation of adjunct instructors in cases where recurring problems or deficiencies have been noted.
  - xiii. when applicable, participate in creation and implementation of articulation opportunities with bachelor degree programs, and/or high school 2 + 2 programs.
- b. Provide academic advising and registration assistance to enrolled program students.
- i. assist program students with activities related to transfer of credits, advanced standing, and course test-out, as applicable.
  - ii. review and recommend candidates for graduation from the program.
  - iii. assist program students with activities related to the status of academic warning, probation, or suspension.
  - iv. serve as first point of contact for student concerns/complaints related to adjunct instructors in the program.
- c. Provide community outreach activities.
- i. convene annual meeting of the program Advisory Committee and solicit membership for the Advisory Committee, as needed.
  - ii. assist with student recruitment through participation in College recruiting events and outreach to high school partners.
  - iii. participate in outreach to business/industry/educational partners and stakeholders associated with the program, including the Workforce Development Center.
2. Department Chair Responsibilities. The primary responsibilities of the Department Chair are described in section a below. The total units assigned to each Department Chair for these primary duties are listed in section c below, in the chart of Department Chairs Workload Units. The total assigned workload units include the four (4) units described in section J(1) above, as well as additional units awarded as described in section J(3) above, for duties in section b below. Units for additional duties are determined using the criteria on the chart in section c below, Department Chairs Workload Units
- a. The Department Chair's primary responsibility is the integrity of the curriculum content. The basic duties and responsibilities of all

Department Chairs include:

- i. in cooperation with the other full-time faculty in the department, maintain and update official course documents and maintain sample course syllabi and other course materials.
  - ii. maintain list of adopted textbooks, stay aware of new editions, coordinate process for textbook adoption when necessary.
  - iii. coordinate (in collaboration with division APCC representative) activities needed to add, revise, or delete courses from the catalog; serve as a resource for APCC when needed.
  - iv. conduct/coordinate meetings between faculty of the department and faculty in other divisions, as needed to ensure that courses appropriately support the needs of associate degree programs.
  - v. coordinate activities to support program accreditation, when requested.
  - vi. assist with activities related to transfer of credits, advanced standing and course test-out.
  - vii. provide recommendations to the division dean and/or associate deans(s) regarding course scheduling including: annual and semester (or mid- or mini-mester) course offerings, numbers of courses and sections each semester (or mid- or mini-mester), and assigned courses for full-time faculty in the applicable program.
  - viii. review resumes, interview, and recommend for hiring all new adjuncts.
  - ix. provide recommendations to the division dean and/or associate dean(s) regarding assigned courses for adjunct faculty.
  - x. serve as a curriculum/course content resource person for adjunct instructors, including orienting new adjunct instructors to course content and applicable course/department guidelines or standards.
  - xi. serve as first point of contact for student concerns/complaints related to adjunct instructors in their department.
  - xii. assist in the evaluation of adjunct instructors in cases where recurring problems or deficiencies have been noted.
- b. If the Department Chair agrees, he or she may assume some additional responsibilities, which are compensated above the “base” units described above. These additional duties may include, but are not limited to:
- i. take on responsibilities for scheduling that go beyond the duties described in a(vii) above, such as developing specific schedules for all instructors in a department, and/or taking responsibility for extensive communication with the Registrar’s Office.
  - ii. take a primary role (though classroom visits, etc.) in evaluating all new adjuncts.
  - iii. consult with the divisional dean and/or associate dean(s) regarding matters of adjunct training, mentoring and professional development.
  - iv. assist in resolving adjunct instructor/student disputes in situations that go beyond a(xi) above. (Note: in any case of a student complaint about a full-time faculty member, the department chair will refer the student to Division administrators.)
  - v. assist in recruiting a pool of prospective adjunct instructors through activities that exceed a(viii) above, such as contacting graduate programs to solicit applicants for adjunct assignments.

- vi. maintain department website, if appropriate.
  - vii. take on responsibilities for orienting new adjunct faculty to the department, Division and/or College in a manner that exceeds the orientation described in a(x) above.
  - viii. provide services for adjunct faculty related to administrative areas such as Human Resources Department services and Information Technology Services (for example, obtain/turn in Change of Status Forms; obtain parking passes/e-mail accounts, etc.).
  - ix. conduct research or direct other projects related to assessment of and/or new initiatives for a department.
- c. Chart of Workload Units – Department Chairs in Humanities & Sciences, Biology, Physical Education, First Year Experience, and Honors Experience

Assessment Criteria	BIO	CHE	PHY	ENG	Hum/Lang	Soc/BehSci	MAT	AFM	AFL	PE	FYE	COMM/THE	HRN
Full-time faculty	L	S	S	L	S	L	M	S	S	S	S	S	S
Adjuncts	M-L	S	S	L	M	L	L	L	M	M	L	S	S
Sections per semester	M-L	S	S	L	M	L	L	L	M	M	M	S	S
No. of different classes	M	S	S	M	M	L	M	S	S	M	S	S	S
No. of sites (beyond Clifton Campus)	L	S	S	S	S	S	S	S	S	S	S	S	S
Overall assessment	L	S	S	L	M	L	M-L	S-M	S-M	S-M	S-M	S	S
<b>Total Units Awarded</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>4</b>

Coding System for Assessment Criteria			
Assessment Criteria	Small (S)	Medium (M)	Large (L)
Full-time faculty	Up to 5	6 to 8	Over 8
Adjuncts	Up to 15	16 to 25	Over 25
Sections per semester	Up to 40	41 to 75	Over 75
Different classes	Up to 15	16 to 25	Over 25
Different sites	Up to 5 lecture or 1 lab	6 to 8 lecture or 2 lab	Over 8 lecture or over 2 lab

Criteria for Total Workload Units Awarded	
Small–	4 base units; no additional units
Medium –	4 base units; up to 2 additional units
Large –	4 base units; up to 4 additional units

L. Cooperative Education Coordinators

1. Cooperative Education Coordinators will work 180 days over the full academic year, said days to be arranged by the Dean in consultation with the faculty member. Workdays may be assigned between semesters, and time off provided during semesters. Days off and work schedules will be arranged in conjunction with, and approved by, the dean and will include a minimum of two consecutive weeks off if requested by the member of the bargaining unit.
2. Maximum annual co-op registrants as counted on the 14th day of each semester in the two (2) semesters with the highest number of registrants, shall be 188. Registrants during flexibly-scheduled terms shall be added to each semester's count. Overload shall be paid for all co-op registrants over 150 based on the two semesters with the highest number of registrants at the rate of .33 workload units per registrant.
3. By mutual consent, a faculty member and the College may agree that a faculty member will work as a cooperative education coordinator for an additional thirty (30) days during the academic year. For a faculty member who works the additional 30 days, the faculty member and his or her dean shall, by July 1, identify and agree upon 30 additional work days. For those 30 days, the faculty member will be paid at the rate of six (6) overload units. For each registrant above 150 in the semester with the smallest number of registrants, the coordinator shall be paid at the rate of .33 workload units per registrant.
4. For coordinators who are assigned instructional or program chair duties, the annual two-semester co-op registrant maximum load of 188 and the overload minimum requirement of 150 shall be reduced by a percentage equal to the number of annual instructional, program chair, or other units divided by thirty-six (36).



## Article 10

### Annually Contracted Faculty

#### A. The Role of Annually Contracted Faculty

The parties recognize the importance of full-time, tenure-track faculty in ensuring academic quality and providing students with continuous access to high-quality faculty support. The parties further recognize that fiscal uncertainties and changing needs of the community might sometimes necessitate additional flexibility in meeting the College's instructional staffing needs. Annually Contracted Faculty (ACF) are intended to provide short-term solutions to rapidly changing needs of the Academic Divisions.

#### B. Definitions

1. Annually Contracted Instructors (ACI) are full-time, non-tenure-track faculty members whose sole responsibility is to provide classroom instruction of credit-bearing courses. ACI duties shall not include responsibilities as program chair, department chair, cooperative education coordinator, advisor, counselor, librarian, instructional designer, or any other faculty responsibilities described elsewhere in this Agreement.
2. Annually Contracted Advisors (ACA) are full-time, non-tenure-track faculty members whose sole responsibility is to provide Academic Advising. ACA duties shall not include responsibilities as program chair, department chair, cooperative education coordinator, counselor, librarian, instructional designer, or any other faculty responsibilities described elsewhere in this Agreement.
3. Annually Contracted Instructional Designers (ACID) are full-time, non-tenure-track faculty members whose sole responsibility is to provide Instructional Design services. ACID duties shall not include responsibilities as program chair, department chair, cooperative education coordinator, advisor, counselor, librarian, or any other faculty responsibilities described elsewhere in this agreement.
4. All provisions of the Agreement apply to ACF, except as specifically modified in this article. The provisions of this article apply only to ACF.
5. The total number of ACI positions created shall not exceed eighteen (18).
  - a. The Academic Divisions may hire up to eight (8) ACI positions
  - b. Up to ten (10) additional ACI positions may be added for the following reasons:
    - i. Unforeseen enrollment increase.
    - ii. Unforeseen vacancy caused by medical, emergency, death or similar circumstance.
    - iii. Unforeseen vacancy caused by unexpected retirement.
    - iv. Creation of a new program of study related to grant acquisition or other special funding.

v. Program Chair request.

6. In no instance shall the number of ACI in a program or department be larger than the number of full-time, tenure-track faculty in that program or department.
7. The total number of ACA positions shall not exceed ten (10). Annually Contracted Advisors may be attached to any Academic Division or to Enrollment and Student Development.
8. The total number of ACID positions shall not exceed two (2).

C. Selection and Appointment of ACI

1. Prior to creating and advertising an ACI position, the Dean shall consult with the faculty Program chair or Department chair in developing the position description. In all instances, qualifications for ACI positions shall be the same as qualifications for comparable full-time, tenure-track faculty positions.
2. The Dean (or designee) and Program or Department chair shall devise a process for conducting ACI hires, in consultation with the Human Resources Department.
3. The ACI member shall be offered a one-year (three semesters) appointment.
4. If the ACI member's work performance is satisfactory, the ACI member may be offered additional one-year appointments, not to exceed three (3) years or nine (9) semesters.
5. The second renewal (third year of contractual appointment) of an ACI demonstrates need for a full-time, tenure track position in that program or department. Upon the second renewal, a full-time, tenure track position shall be approved with a starting date no later than the end of that third ACI contract. If a full-time, tenure track position is not approved, the program or department shall be ineligible to hire ACI for a period of three (3) years.
6. Each ACI member shall be evaluated annually by the Division Dean (or his/her designee). The evaluation process shall include written input from the ACI's Program chair or Department chair.
7. Reappointment decisions shall include the recommendations of the faculty Program chair or Department chair. If an ACI member is reappointed over the objection of the chair, the reasons shall be communicated to the chair.

D. Selection and Appointment of ACA

1. Prior to creating and advertising an ACA position, the Hiring Manager shall consult with the faculty Program chair(s) to be served by the ACA in developing the position description. In all instances, qualifications for ACA positions shall be the same as qualifications for comparable Academic Advisor positions.

2. The Hiring manager and Program chair(s) to be served by the ACA shall devise a process for conducting ACA hires, in consultation with the Human Resources Department.
  3. The ACA member shall be offered a one-year appointment.
  4. If the ACA member's work performance is satisfactory, the ACA member may be offered additional one-year appointments, not to exceed three (3) years or nine (9) semesters.
  5. Each ACA member shall be evaluated annually by a supervisor. The evaluation process shall include written input from the Program chair(s) served by the ACA.
  6. Reappointment decisions shall include recommendations of the Program chair(s) served by the ACA. If an ACA member is reappointed over the objection of the chair(s), the reasons shall be communicated to the chairs(s).
- E. Selection and Appointment of ACID
1. Prior to creating and advertising an ACID position, the Hiring Manager shall consult with the Academic Technology Committee (ATC) in developing the position description. In all instances, qualifications for ACID positions shall be the same as qualifications for comparable Instructional Designer positions.
  2. The Hiring Manager shall seek input from ATC in devising a process for conducting ACID hires, in consultation with the Human Resources Department.
  3. The ACID member shall be offered a one-year appointment.
  4. If the ACID member's work performance is satisfactory, the ACID member may be offered additional one-year appointments, not to exceed three (3) years or nine (9) semesters.
  5. Each ACID member shall be evaluated annually by a supervisor. The evaluation process shall include written input from the ATC.
  6. Reappointment decisions shall include recommendations of the ATC. If an ACID member is reappointed over the objection of the ATC, the reasons shall be communicated to the committee.
- F. ACI Workload and Responsibilities
1. The standard load for ACI members is 15 to 18 contact hours per semester, not to exceed 45 contact hours annually. Holidays, sick leave and personal leave days are defined in Section K below.
  2. For any work over 18 units in a semester or 45 units during the year, ACI shall be compensated at the highest adjunct pay rate.
  3. The Academic Dean (or his/her designee) shall consult with the ACI member and Program or Department chair prior to the beginning of the contract to

establish the ACI member's projected workload for the annual contract period. It is understood that the needs of the students and the curriculum require that this projected workload remain flexible. The ACI member shall be informed of his/her semester-to-semester assignment and schedule as early as is reasonably possible.

4. Course assignments for ACI shall be determined using the standard procedures in effect for the applicable program, department, or division. ACI will be given preference of assignments for which they are qualified after full-time, tenure-track faculty have been given preference and before assignments are given to adjunct faculty.
  - a. ACI course assignments may include web and hybrid courses.
  - b. ACI shall not be assigned classes such that more than three (3) different preparations are required within a semester, unless agreed upon by the ACI member.
  - c. The maximum number of students enrolled in courses sections taught by ACI shall not exceed the maximums for comparable course sections taught by full-time, tenure-track faculty members.
5. Each ACI member must be available for ten (10) office hours per week, using the guidelines defined in Article 9(I).
6. The ACI members within a division will be provided with dedicated office space and a computer.
7. ACI members are expected to attend program, departmental, and divisional meetings.

G. ACI Compensation

Compensation for ACI members shall be at the highest adjunct pay rate per contact hour, which is not less than \$660 per unit.

H. ACA Workload and Responsibilities

1. ACA members shall work 220 days per annual contract period. Holidays, sick leave and personal leave days are defined in Section K below.
2. The standard workload for ACA members shall not exceed 40 hours per week.
3. Up to 5 hours per week of ACA workload may be dedicated to the instruction of First Year Experience courses (FYE), provided the members participate in FYE training and are deemed qualified and competent to teach the course by the FYE Department Chair. FYE schedules for ACA will be created in collaboration between the FYE chair and ACA's supervisor. FYE instruction may take place during any part of workday, as need dictates.

ACA workload credit for teaching FYE courses shall be as follows:

1 credit hour FYE course = 2 hours

2 credit hour FYE course = 3 hours

3 credit hour FYE course = 5 hours

I. ACID Workload and Responsibilities

1. ACID members shall work 220 days per annual contract period. Holidays, sick leave and personal leave days are defined in Section K below.
2. The standard workload for ACID members shall not exceed 40 hours per week.

J. ACA and ACID Compensation

Compensation for ACA and ACID members shall be at the highest comparable pay rate per contact hour, but no less than \$25/hour.

K. ACF Holidays, Sick Leave and Personal Leave

1. Each Annually Contracted Faculty member is eligible for the paid holidays, as described in the College operations manual, that fall within his/her annual contract period.
2. Annually Contracted Faculty members are eligible for sick leave, personal leave, and vacation days as described below. Faculty members needing to use leave days or vacation days shall fill out requisite forms according to official College procedures.
  - a. Annually Contracted Instructors are eligible for ten (10) days of sick leave and three (3) days of personal leave during each contract year.
  - b. Annual Contracted Advisors and Annual Contracted Instructional Designers are eligible for ten (10) days of sick leave, five (5) days of personal leave, and ten (10) vacation days during each contract year.

L. Other ACF Benefits Eligibility

ACF members are not eligible for tuition reimbursement or other professional enrichment programs described in Article 15 of this Agreement.

M. Reduction in Force

In the event of a reduction in force, as described in Article 13(D) of this Agreement, reduction in force of ACF members will take place before the layoff of full-time, tenure-track faculty members, but after the layoff of adjunct faculty.

N. Other Provisions

1. ACF members are not eligible to apply for tenure as described in Article 14 of this Agreement.

2. ACF members are not eligible to serve on screening committees as described in Article 7 of this Agreement.
  3. Under no circumstance shall a tenure-track faculty member be assigned to an ACF position following non-renewal.
  4. ACF members are not eligible to serve on Faculty Senate committees, College-wide committees or Quality Management Teams as described in Article 6 of this Agreement, unless adjunct presence on a committee is pre-existing.
- O. Selection and Appointment of ACF to Full-time, Tenure track Positions
1. ACF members are not eligible to apply for tenure as described in Article 14 of this Agreement.
  2. ACF shall have due consideration in the selection and appointment of full-time, tenure track positions and shall be subject to the internal search as described in Article 7(E)(4) of this Agreement.
  3. An ACF member who meets the qualifications for an open full-time, tenure-track position shall be guaranteed an initial interview for the position.
  4. If an ACF member is offered a full-time, tenure-track position and has served for two (2) or three (3) years in an ACF position, the faculty member may choose to apply one year of service to tenure eligibility as described in Article 14 of this Agreement.

## Article 11

### Electronic Course and Curriculum Development & Distribution

#### A. Electronic Course and Curriculum Development

Advances in technology allow for the development of technologically innovative methods of instruction, including, but not limited to, electronically-purveyed methods of instruction through live or recorded audio and/or visual presentations and materials using direct signal or cable, transmission by telephone lines, fiber optic lines, digital and/or analog video tape, audio tape, CD-ROM, Internet, E-mail, or other electronic means now known or hereafter developed, or any combinations thereof (referred to throughout this Article as “Electronic Courses”).

As set forth in Article 6(B)(1), the responsibility for making recommendations on fundamental academic matters, such as the curriculum, subject matter, and such methods of instruction as may be developed through electronic or other alternative means, remains a significant responsibility of the faculty, with final approval by the Board of Trustees. The faculty and the College administration have a mutual desire to assure the quality and academic integrity of its course offerings. The parties also recognize that the choice of Electronic Course technologies belongs to the College, in consultation with the faculty.

#### B. Electronic Course Agreements

The College and the AAUP recognize the value of technologically innovative methods of instruction and agree that there is mutual interest in further developing these alternative techniques for reaching a broader spectrum of students. The College will endeavor to support the faculty members who wish to incorporate innovative alternative technologies in their courses, as follows:

1. Faculty members are encouraged, but not required, to develop and/or deliver Electronic Courses.
2. A faculty member who desires to develop Electronic Course materials shall first consult with and receive authorization from the appropriate dean or director on the Electronic Course materials to be developed. The purpose of this provision is that the faculty member and the dean or director have a shared understanding in advance of the terms and conditions associated with the development and delivery of the Electronic Course.
3. Electronic Course Development Agreement. If authorized to proceed with development of the Electronic Course materials, the College and the faculty member will enter into a written Electronic Course Development Agreement which details the scope of the Electronic Course materials to be developed, a schedule for completion, and the terms and conditions of ownership of any intellectual property rights in the materials developed. This Agreement shall also identify the compensation for course development, based on the following criteria:

- a. If 80 to 100 percent of the Electronic Course is original material developed by the faculty member, the compensation is the course contact units multiplied by three (3), up to a maximum compensation of five thousand dollars (\$5,000).
  - b. If 25 to 79 percent of the Electronic Course is original material developed by the faculty member, the compensation is the course contact units multiplied by two (2).
  - c. If less than 25 percent of the Electronic Course is original material developed by the faculty member, the compensation is equal to the course contact units.
  - d. Compensation may be units paid at the overload rate or units assigned as release time.
  - e. If the compensation is payment at the overload rate, half of the compensation will be paid following the semester when the course is first offered.
4. As a condition for an Electronic Course Development Agreement, the College shall offer and the faculty member shall complete at least one training session regarding the College's "platform" for delivery of Electronic Courses.
  5. College's Right to Use or License Electronic Courses Developed by Faculty Member pursuant to Section 3, above. The Electronic Course Development Agreement will allow the College to use Electronic Courses developed in accordance with Section 3 above, in perpetuity, subject only to the right of first refusal described in Section 11.
  6. Faculty Member's Right to Use Electronic Course after Termination, Resignation, or Retirement. The Electronic Course Development Agreement will also allow the faculty member who developed the Electronic Course in accordance with section 3 above to use or license that course after his/her employment with the College ends.
  7. Right to Sub-License. By mutual written agreement between the College and the faculty member, the Electronic Course Development Agreement may allow the College or the faculty member to grant sub-licenses to other colleges or institutions.
  8. Consistent with the above, the AAUP and the College will agree in advance to an appropriate form for the Electronic Course Development Agreement and any related agreements.
  9. To become effective, any Electronic Course Development Agreement and related agreements will be executed in writing by the faculty member, and approved by the Academic Vice President, with copies to the AAUP. The Development Agreement and related agreements must be completed prior to the start of Electronic Course development.



10. Course materials developed using Electronic Course methods shall conform to the same departmental course standards as traditional courses, must meet College standards for Electronic Course materials (such as ADA and Section 508 compliance), and must meet standards and/or certification processes required by accrediting bodies.
11. Except as modified by the Electronic Course Development Agreement or related agreements, an active faculty member who develops an Electronic Course shall have the right of first refusal for delivering sections of such courses, up to the equivalent of the faculty member's base load for the semester, in consultation with the appropriate divisional dean or director. Additional sections may be assigned to other qualified faculty, including adjunct faculty, following the standard procedures described elsewhere in this Agreement.
12. If the faculty member who developed the Electronic Course and the appropriate divisional dean or director determine that a course is complex enough to require significant training and oversight, compensation of one (1) unit per new adjunct instructor will be paid the first time the adjunct faculty member teaches the Electronic Course.
13. Appropriate class capacities and maximum student enrollments in Electronic Courses shall be established by the appropriate divisional dean or director, in consultation with the appropriate divisional faculty.
14. If the College elects to change the standard technology used to disseminate Electronic Course materials, the faculty member who developed the Electronic Course and the appropriate divisional dean or director will come to a shared understanding as to what additional workload units, if any, will be necessary to accomplish any modifications required.
15. A faculty member who develops, creates, makes, or originates Electronic Course materials shall retain in perpetuity the sole and exclusive rights to all such property, to the extent permitted by law, except as specifically modified by the Electronic Course Development Agreement.
16. Nothing precludes other faculty from developing their own Electronic Course materials for another or different version of the same Electronic Course. It is understood that the College could choose to offer several versions of the same course simultaneously using Electronic Course methods.
17. In the absence of an Electronic Course Development Agreement entered into after August 25, 2014, the College may not distribute a faculty member's Electronic Course materials for use by other full time or adjunct faculty.
18. Agreements For Pre-Existing Electronic Course Materials. Any Electronic Course created by faculty before August 25, 2014, shall continue to be subject to the terms of any documented agreements entered into at the time of the creation of such Electronic Course materials. However, the College may offer faculty an updated Electronic Course Development Agreement to substitute for any existing agreements, the form of which shall be agreed to between AAUP and the College. Any such new Agreements for pre-existing Electronic Course materials shall include compensation to the faculty member(s) that

created the Electronic Course materials, in substitution for the payment of ongoing royalties. The amount of compensation will be determined as part of the updated Electronic Course Development Agreement.

19. Nothing precludes the College and a faculty member from entering into an Exclusive License Agreement for Electronic Course materials, with the approval of both parties. If the parties reach an Exclusive License Agreement, a copy of that agreement will be forwarded to the AAUP.

## C. Intellectual Property

### 1. Scope

This section sets forth the rights and obligations of the College and the members of the bargaining unit to intellectual property, excluding Electronic Course material which is covered in Sections A and B above. Such rights include, but are not limited to, rights that are protected by laws pertaining to copyright, patent, trade secret, trademark, service mark, and all other intellectual property rights.

### 2. Definitions

#### a. Copyright/Copyrightable

Original works of authorship, including computer programs, fixed in any tangible medium of expression, now known or later developed, from which such works can be perceived, reproduced, or otherwise communicated, either directly, or with the aid of a machine or device. Works of authorship include the following categories:

- (1) literary works
- (2) musical works, including any accompanying words
- (3) dramatic works, including any accompanying music
- (4) pantomimes and choreographic works
- (5) pictorial, graphic, and sculptural works
- (6) motion picture and other audiovisual works
- (7) sound recordings
- (8) architectural works

#### b. Intellectual Property

Any trademark, service mark, trade secret, copyrightable, or patentable matter or any intellectually created tangible thing, matter, or work of authorship, including, but not limited to, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, inventions discoveries, musical and/or dramatic compositions, published or unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio material, computer programs, live video and/or audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art, and any other original work recorded, fixed, or otherwise embodied in any medium.

c. Patent/Patentable

- (1) utility inventions or discoveries, which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, as such is further defined in 35 USC sections 100, 101.
- (2) ornamental designs, being new, original and ornamental designs for an article made, as such is further defined in 35 USC section 171 et seq.
- (3) plant patents, being for the asexual reproduction of a distinct and new variety of plant, including cultivated sports, mutants, hybrids, and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state such as is further defined in 35 USC 161 et seq.

d. Trademark/Trademarkable

Any word, name, symbol, or device, or combination thereof adopted and used by an employee to identify his/her goods and distinguish them from those made, manufactured, or sold by others.

3. Presumption of Ownership

It shall be presumed that all rights in any intellectual property created, made, or originated by a faculty member who is an employee covered by this Agreement, shall be the sole and exclusive property of such faculty member in perpetuity, or so long as the state or federal laws applicable thereto allow, except as that faculty member may choose individually to transfer, assign, or contract away such property right in full or in part, and further except as the employer may expect a faculty member to create syllabi, assignments, and tests for students limited to classes taught in the faculty member's department or program, in which case the College shall have the right to expect the faculty member to use such materials in his or her aforesaid classroom, and the College shall not be expected to pay royalties for said materials, but may not transfer ownership or sell the use of said to others than the creator, provided further, that if such contractual arrangements are made between the faculty member and the College, the AAUP also be a party, thereto; otherwise there shall be no restrictions upon the faculty member except as otherwise explicitly set forth herein.

Creatorship of intellectual property shall be presumed in the claiming faculty member, as against the College. Intellectual property created by the faculty member in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining Agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside the College, but is available to the College for internal review and for review by external agencies regulating the College.

The College is the presumed owner of intellectual property only when the College enters into an agreement with the faculty member to specifically create such specified intellectual property in exchange for compensation and

the agreement specifically outlines the development obligations and the College's exclusive ownership.

The College and the employee are joint owners of intellectual property when they enter into a specific agreement to create such intellectual property, and this agreement defines the development obligations and ownership share of each party.

4. Use of Funds from Sale of Intellectual Property

- a. Funds received by the College from the sale of intellectual property owned by the College shall be allocated and expended as determined solely by the College.
- b. Funds received by the faculty member from the sale of intellectual property owned by the employee shall be allocated and expended as determined solely by the faculty member.
- c. Funds received by the faculty member and by the College from the sale of intellectual property owned jointly by the faculty member and the College shall be allocated and expended in accordance with the specific agreement negotiated by the faculty member and the College concerning such jointly owned property.
- d. Disputes regarding such funds from sale of intellectual property shall be appealed to a College panel consisting of two voting members appointed by the Faculty Senate, and two voting members appointed by the College's Chief Information Officer. The Vice President of Academics shall chair the panel and shall have a vote only in the event that the panel is deadlocked.

D. Development Obligations

1. The College supports the development, production, and dissemination of copyrightable, trademarkable, patentable, and other intellectual properties by its employees.
2. It is understood that intellectual property developed by employees on or off College time, except for those materials for which the College had specifically contracted prior to June 9, 1998, shall remain the property of such employees, but shall continue to be used for the benefit of the College while the employee remains an employee of the College.

## **Article 12**

### **Benefits**

#### **A. Benefits Programs**

Members of the bargaining unit are eligible to participate in the College's benefits program including:

- State Teachers Retirement System (STRS), or Alternate Retirement Plan (ARP)
- Tuition Waiver
- Tuition Reimbursement
- Paid Holidays
- Tuition Reimbursement
- Sick Leave/Personal Leave
- Health Insurance, Prescription Drug Plan, Dental Plan, and Vision Care Plan
- Employee Assistance Plan
- Short-Term Disability Plan
- Group Life Insurance
- Free Parking
- Cash payment for Sick/Personal Leave
- Payment for Unused Sick leave upon Retirement or other Leave Taking
- Retirement and Residual Benefits
- Family Leave
- Health and Wellness Program

#### **B. State Teachers Retirement System**

Membership in the State Teachers Retirement System (STRS) or the College's approved Alternate Retirement Plan (ARP) is mandated for all employees of the College who meet the eligibility requirements of the STRS as established by state law. Within the STRS regulations, the College arranges that employee contributions are deducted before state and federal taxes are calculated.

The College and each employee shall contribute at the statutorily mandated rate(s) to the STRS or the ARP, pursuant to the regulations of that system.

#### **C. Tuition Waiver**

See Article 15.

#### **D. Tuition Reimbursement**

See Article 15.

E. Paid Holidays

Each member of the bargaining unit who is regular full-time, in an active pay status, is eligible for nine (9) paid holidays annually, as defined in the College Operations Manual.

F. Sick Leave/Personal Leave

1. Each member of the bargaining unit who is regular full-time, in an active pay status, is eligible for ten (10) days of sick leave and three (3) days of personal leave annually. No member of the bargaining unit shall lose the accumulated allowance of unused days of sick leave/personal leave by reason of having been absent for a period without pay, nor shall the employee accumulate any additional days of allowance during the absence. Faculty members needing to use sick/personal days shall fill out the requisite forms according to official College procedures.
  - a. If a faculty member is unable to discharge his/her professional responsibilities on a given day for reasons which qualify for sick leave, including regular or overload classes, labs, office hours, or regularly scheduled meetings, that faculty member shall report use of one full sick day.
  - b. If a faculty member discharges part of his/her professional responsibilities on a given day, but for reasons which qualify for sick leave cannot discharge all of his/her responsibilities, that faculty member shall report use of one-half sick day.
  - c. Notwithstanding the College's payroll procedures that list sick leave in "hours," the minimum amount of sick leave which may be used by a faculty member is one-half day (4 hours).
  - d. If the use of sick leave is protracted to the extent that an overload class or classes need to be reassigned, and others must be compensated for that overload, the faculty member may also forfeit overload compensation for such class or classes.
2. Sick Leave Bank (SLB). The College shall maintain a sick leave bank (SLB) to provide additional sick leave to bargaining unit members who have exhausted their accumulated sick leave and otherwise qualify for it.
  - a. A bargaining unit member must have accumulated at least thirty-five (35) days to be eligible to contribute to the SLB. A bargaining unit member may contribute to the SLB by directing the Human Resources Department, in writing, the contribution of a minimum of one (1) day and a maximum per year of ten (10) days of the member's accumulated sick leave. All sick leave time donated to the SLB is not refundable.
  - b. When the balance in the SLB becomes less than fifty (50) days, the Human Resources Department will notify the AAUP, who will call for donation of additional sick leave from bargaining unit members.

- c. Any bargaining unit member who has fewer than ten (10) days of accumulated sick/personal leave and who anticipates the need for more sick leave than he/she has available may submit a request to the Human Resources Department for the transfer of sick leave time from the SLB to the bargaining unit member.
- d. The maximum length of time available from the SLB to any bargaining unit member in response to an application is one hundred and sixty (160) hours. Additional extensions may be made if the sick leave time transferred in response to an application proves to be insufficient, up to a total of three hundred and twenty (320) hours in a twelve month period. At no time may the Human Resources Department transfer more sick leave time from the SLB than is available in the bank.
- e. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, or primary caretaking, including persons living in the employee's household. Conditions caused by incidents covered by workers' compensation are not eligible for SLB time.
- f. Bargaining unit members currently receiving disability benefits are not eligible for time from the SLB.

G. Health Insurance, Prescription Drug Plan, Dental Plan, Short-Term Disability Plan and Vision-Care Plan

The College shall make available to members of the bargaining unit and their eligible dependents health insurance coverage, dental insurance coverage, vision coverage, an Employee Assistance Plan, and short-term disability coverage as follows (the health insurance plans are set forth in detail in policies of insurance which contain specific terms and conditions of coverage, and shall be available in the office of the Director of Human Resources):

- 1. The College shall provide a "cafeteria"-style benefit plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to "purchase" the following benefits on the following basis during the duration of the contract:
  - a. 88% of the cost of the current health insurance coverage, or a roughly comparable plan.
  - b. The total cost of the current dental coverage.
  - c. The total cost of vision plan coverage.
  - d. The total cost of the current short-term disability coverage for the employee only.
  - e. The total cost of the Employee Assistance Plan.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums as described above for insurance based on either a single or family coverage, as the faculty member is eligible. Should any employee choose a total package of benefits that exceeds the benefit dollars allocated (i.e. an alternative health care plan) the employee must pay the difference, through payroll deduction.

A bargaining unit member employed prior to January 1, 2015, may revise his or her election upon a change in family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars, which they may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly).

The amount of the premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed, for the term of this Agreement, at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$262.43 bi-weekly for a family eligible employee taking single coverage.

It is agreed that the addition of College benefits for domestic partners benefits, as described in section P of this Article, will in no way affect the status of the employee as it relates to single vs. family status for the purpose of qualifying for a higher payout of dollars when the employee elects to waive any of the health insurance coverage.

An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not decline coverage in the Employee Assistance Program and must select some form of the vision plan.

Bargaining unit members employed after January 1, 2015, shall not be eligible for the cash waiver described in the previous paragraph.

All bargaining unit members are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for un-reimbursed medical expenses and/or child and dependent care charges with pre-tax dollars.

## 2. Health and Wellness Program

The College will provide a Health and Wellness Program (HWP) for employees. The HWP will provide at no charge or at a minimal charge to the employees services including, but not limited to, physical assessments, stress management programs, nutrition counseling, smoking cessation services, biometric measurements, and access to the College's fitness facilities. Employees will be encouraged, but not required, to participate in Health and Wellness programming.

All medical data collected through participation in the HWP will remain confidential, the College making no claim to access such data, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) rules and standards.

## 3. Open Enrollment

An open enrollment period shall be established during each year of the Agreement.



H. Group Term Life Insurance

A term life insurance policy shall be provided for each member of the bargaining unit, equal to two (2) times a faculty member's salary or \$50,000 whichever is higher, with all premiums paid by the College. The policy shall include accidental death and dismemberment riders.

I. Free Parking

Parking shall be provided for members of the bargaining unit.

J. Cash Payment for Sick/Personal Leave

At the end of the fiscal year, members of the bargaining unit may exercise one of two options regarding any sick leave/personal leave days fewer than thirteen (13) used during the previous year:

1. Allow the balance to remain intact for possible future need. (Accumulate it.)
2. Convert up to one-half of the unused balance for the year into a cash payment computed as 0.00278 times the current annual salary times the number of eligible days.

The cash payment provision will apply only to the portion of the annual credit allowances not used each year. Only days accumulated during the current year at Cincinnati State Technical and Community College may be cashed in pursuant to this provision.

No employee may exercise the cash payment provision until he/she has exceeded thirty-five (35) days of accumulated sick leave/personal leave. The number of days "cashed in" cannot result in a remaining accumulated balance of fewer than thirty-five (35) days.

K. Payment for Unused Sick Leave Upon Retirement or Other Leave Taking

Any member of the bargaining unit, regardless of the length of service at Cincinnati State Technical and Community College, who formally retires per the regulations of the STRS and is eligible and will draw retirement benefits from the system, may convert accumulated sick leave to a maximum of sixty-five (65) days at the rate of one (1) day for every three (3) days of sick leave into a lump sum payment upon the effective official day of retirement.

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as 0.00556 times the employee's current annual salary at separation, times the number of eligible days.

Any member of the bargaining unit having ten (10) or more years of continuous full-time employment with Cincinnati State Technical and Community College who permanently leaves employment at Cincinnati State Technical and Community College shall be entitled to convert accumulated sick leave to a maximum of 65 days at the rate of one (1) day for every three (3) days of accumulated sick leave into a lump sum payment upon the effective official day of retirement. This provision applies only to employees hired before January 1,

1988. Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of STRS and are eligible to draw retirement benefits from the system.

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as 0.00384 times the employee's most recent annual salary times the number of eligible days.

Any member of the Bargaining Unit who has converted accumulated sick leave into a lump sum payment who subsequently is employed by another agency, organization, or institution to which accumulated sick leave could be transferred pursuant to law, shall be deemed to have forfeited all sick days earned at Cincinnati State Technical and Community College and such days shall not be further eligible for transfer.

A member of the bargaining unit who, for reasons other than retirement, leaves the employ of the Cincinnati State Technical and Community College shall retain accumulated sick leave for one (1) year from the date of termination of the last employment, provided it has not been converted into a cash payment, nor transferred pursuant to law.

Any member of the bargaining unit reemployed by the Cincinnati State Technical and Community College who, since leaving the employ of the Cincinnati State Technical and Community College, has been continuously employed by other State of Ohio institutions of higher learning, boards of education, or by state, county, or municipal governments in Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Cincinnati State Technical and Community College and the employ of other agencies listed above as shown in the records of the last employing organization. However, anyone employed after January 1, 1980, shall not be able to count sick leave credited from other employers in determining conversion for lump sum payments upon retirement. For persons employed after January 1, 1980, only that accumulated sick leave earned during the period of continuous employment at Cincinnati State Technical and Community College prior to retirement shall be counted.

Any member of the bargaining unit who, immediately preceding employment, has been in the service of another State of Ohio institution of higher learning, board of education or school, or state, county, or municipal government shall receive full credit for the sick leave accumulated in this previous service shown in the records of the last employing organization. However, anyone employed after January 1, 1980, shall not be able to count sick leave credited from other employers in determining conversion for lump sum payments upon retirement. For persons employed after January 1, 1980, only that accumulated sick leave earned during the period of continuous employment at Cincinnati State Technical and Community College prior to retirement shall be counted.

#### L. Retirement and Residual Benefits

Members of the bargaining unit who retire in good standing shall be eligible for the following benefits:

- Tuition Waiver (See Article 15)

- Free Parking
- Use of College Facilities (library, pool, weight room, etc.)

To retire in good standing, the bargaining unit member shall provide no less than 90 days notice to the Human Resources Department. Exceptions to this notice requirement will be made if a retirement is precipitated or hastened by emergency circumstances.

M. Family Leave

In conformance with the Family and Medical Leave Act (FMLA), the College has adopted a policy providing for leave as that law requires. A copy of that policy is included in the College Operations Manual, which is available on the College Intranet.

N. Vacation Leave

Any College employee in the future who becomes a member of the bargaining unit with accumulated vacation leave, shall be required to have cashed in those days by no later than the end of the fiscal year in which the employee becomes a member of the bargaining unit.

O. AAUP Participation in Benefits Negotiations

The College and the AAUP recognize the importance of possible changes in the cost of providing appropriate health care insurance to employees. The parties agree to meet periodically throughout each year of this Agreement to examine in a timely manner possible changes to employee benefits that are identified as part of the annual health care insurance bid and renewal process and the open enrollment cycle.

The goal of these meetings is to build consensus and make collaborative decisions and recommendations regarding the College's health care benefit offerings. Topics of discussion may include, but are not limited to:

- Collect and review data on health benefits trends in Ohio community colleges and other comparable regional institutions.
- Review and analyze data on Cincinnati State health benefits components such as:
  - provider performance, claims response, customer service, and communications.
  - wellness programming and consumer awareness of such programming.
  - health insurance utilization.
  - health insurance utilization management considerations.
  - benefits costs.
- Collect employee feedback on benefits using surveys or other data collection methods.
- Review and analyze benefits plan options and design.

- Analyze bids by health benefits providers.
- Discuss other topics as they become pertinent.

P. Benefits for Same-Sex Domestic Partners

The College shall provide benefits described in this Article to same-sex domestic partners of employees who meet the criteria defined below, provided that these benefits are legally available and understanding that should they become legally unavailable, there are no substitute economic benefits to which eligible bargaining unit members are entitled.

Same-sex domestic partners of employees are not eligible for the cash waiver described in Section G of this Article.

The same-sex domestic partner of a covered employee who meets all of the following criteria shall be eligible for dependents' benefits:

1. Has shared for at least nine consecutive months prior and continues to share during the coverage period a permanent residence with the employee (unless residing in different cities, states or counties on a temporary basis).
2. Is the sole domestic partner of the employee, has been in a relationship with the employee for at least nine months, and intends to remain in the relationship indefinitely.
3. Is not currently married to or legally separated from another person under either statutory or common law.
4. Shares responsibility with the employee for each other's common welfare.
5. Is at least eighteen years of age and mentally competent to consent to contract.
6. Is not related to the employee by blood to a degree of closeness that would prohibit marriage in the state in which they legally reside.
7. Has agreed to notify Human Resources, in writing, in the event of a dissolution of the domestic partnership.
8. Is financially interdependent with the employee in accordance with the insurance plan requirements outlined by the College, which documentation must be provided to and verified by the College. Financial interdependency may be demonstrated by the existence of four of the following:
  - 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).
  - joint responsibility for necessities of life, including debts and medical expenses.
  - a will designating the same-sex domestic partner as primary beneficiary.
  - a retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary.
  - a durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another.
  - proof of marriage if the opportunity become legally available, which will be the only requirement of financial interdependency if this is the case.

## Article 13

### Employment Relationship and Severance

The administration and the AAUP recognize that efforts should be made to prevent serious personnel problems from arising. When necessary, disciplinary actions may be taken, using the provisions described in Section E below.

At times it may be necessary for an individual member of the bargaining unit to sever their professional relationship or for the administration to sever the professional relationship. Such severance may take place in any of the following ways:

A. Resignation

Resignation is an action by which a member of the bargaining unit terminates an appointment. In the absence of a medical necessity or other compelling reason, the faculty member shall endeavor to give the College Administration notice of resignation at the earliest possible opportunity. Unauthorized absence from scheduled professional responsibilities for more than ten (10) consecutive days shall be considered abandonment and shall be considered a voluntary resignation.

B. Retirement

Retirement does terminate the employment relationship. The benefits attaching upon retirement as well as the procedures necessary to attain them are described in Article 12(J) and 12(K).

C. Non-Renewal of Contract

The administration, at its discretion, may terminate the annual appointment of any member of the bargaining unit employed on or after September 6, 2005, who has completed fewer than five (5) years of full-time service to the College. If such a regular appointment is not to be renewed, the President or his or her designee shall notify the affected faculty member in writing no later than April 15.

1. Five years of full-time service to the College shall be defined as follows: A current member of the bargaining unit employed in full-time status for at least four (4) terms or two (2) semesters for all five academic years.

D. Reduction in Force

If for reasons of financial exigency or elimination of a program it becomes necessary to effect a reduction in force, the order of layoff in the affected area shall be as follows:

1. Any reduction in force shall take place first among the appropriate adjunct faculty, and then among the annually contracted faculty, before full-time faculty
2. Any reduction in force among full-time faculty shall take place in reverse order of seniority. Seniority shall be determined by the date of last hire.

- a. The Faculty Senate and/or the appropriate Vice President may submit to the College President a statement of programmatic or divisional needs and justifications for exceptions to the seniority list.
    - b. The President shall consider such recommendations and shall forward them, along with his or her own, to the Board of Trustees.
  - 3. The administration shall exert best efforts to find a position at the College for which any tenured faculty member is qualified, either in a related division or in some non-teaching capacity. A tenured faculty member subject to a reduction in force may exercise a right to displace a non-tenured faculty member in an unaffected area, as long as the tenured faculty member is qualified for the position.
  - 4. This stipulation shall be subordinate to the legal requirements of affirmative action and EEOC regulations.
  - 5. Should there be a need for additional faculty staffing, the faculty who were laid off shall be offered renewal of their faculty status in reverse order of their termination, provided they possess the necessary qualifications for the open position.
    - a. This obligation shall be honored for two (2) years after dismissal unless the faculty member submits a written release of this right.
    - b. This obligation shall be subject to the legal requirements and EEOC regulations as described above.
  - 6. There shall be no layoffs due to financial exigency unless the College President, sixty (60) days prior to making his/her recommendation to the Board of Trustees, notifies the Faculty Senate, and the AAUP, that a recommendation for such action may be made. The Faculty Senate and the AAUP may offer their advice, recommendations, and alternatives to the College President. The President shall consider those and forward them along with his or her own to the Board of Trustees.
- E. Sanctions or Dismissal for Adequate Cause
- 1. Whenever possible, disciplinary actions should be primarily corrective rather than punitive. In all instances the dignity of the individual faculty member should be respected.
  - 2. *Sanction* means a corrective disciplinary action short of dismissal.
    - a. If a member of the bargaining unit's supervisor (division dean or vice president) determines that corrective efforts, such as oral counseling, or in a more serious instance a written reprimand, are necessary, the supervisor shall take that action without resorting to the fact-finding proceedings described in this Article. In the event that a written reprimand is issued, a copy of such reprimand shall be placed in the faculty member's personnel file, and the faculty member shall have the right to place a response to that reprimand in his or her file. Any sanction

requiring suspension of a member of the bargaining unit shall be subject to the fact finding proceedings of this article.

3. *Dismissal* means a severance action by which the College ends its employer relationship with a faculty member for adequate cause.
4. *Adequate cause* means substantial charges directly and substantially related to the fitness of the affected faculty member to discharge professional responsibilities.
5. Dismissal or sanction proceedings may be instituted for any of the following charges:
  - a. Failure to perform professional responsibilities either through incompetence, persistent negligence, refusal to carry out reasonable assignments, or disregard for the ethics and standards of the profession, as outlined in Article 15.
  - b. Conviction of a felony which renders the faculty member unfit or unable to perform professional responsibilities, or conviction of a crime or misdemeanor which is hostile to the College community.
  - c. Fraud or misrepresentation of professional preparation or accomplishments.
  - d. Deliberate or grave violation of the rights and freedoms of other members of the College community.
  - e. Deliberate or grave violation of the published College policies and/or procedures.
  - f. Failure to participate in an approved rehabilitation program by a faculty member whose professional performance is materially affected by drug or alcohol abuse.
  - g. The illegal manufacture or sale of controlled substances, or their possession or use by a faculty member while he or she is on College-owned or controlled property.
  - h. The illegal or unauthorized possession or use of firearms, fireworks, explosives, dangerous chemicals, or weapons while on College-owned or controlled property.
  - i. Sexual or other forms of harassment.

F. Proceedings For Dismissal Or Sanction for Adequate Cause

1. It shall be the obligation of the College President to initiate dismissal proceedings or sanction proceedings against a faculty member. The President shall notify the affected faculty member of his/her intention to commence dismissal proceedings or sanction proceedings, which notification shall be accompanied by a written statement of specific charges and by a description of the sanction or disciplinary action, including dismissal, recommended by

the Director of Human Resources and a copy sent to the President of the AAUP. Within ten (10) days, the affected faculty member will either resign, agree to the sanction described, or agree to a hearing before a Fact Finding Committee.

2. Within the same ten (10) days described in F(1) of this article, the Faculty Senate shall appoint five (5) members of the bargaining unit to a Fact Finding Committee. None of said members shall be from the same division as the affected faculty member. The AAUP shall appoint a non-voting ex officio member to the committee. Prospective members of the committee who deem themselves disqualified for bias or interest shall promptly notify the Faculty Senate that they are unable to serve. The affected faculty member may exercise one challenge without stated cause. If the Faculty Senate cannot form a 5-member Fact Finding Committee within ten (10) days of receipt of the President's charges, the Fact Finding Committee shall be composed of all the members of the Faculty Senate excluding those from the same division as the faculty member against whom charge(s) are pending.
3. Pending a final decision by the Fact Finding Committee, the affected faculty member's salary and benefits shall continue in full force and effect. If the President feels that the affected faculty member is unable to discharge his/her regular professional responsibilities, in the interest of the proper functioning of the College, the President may suspend the affected faculty member or assign him/her to other duties in lieu of suspension.
4. The Fact Finding Committee shall begin its preparations for the hearings within five (5) days of its receipt of the President's written statement of specific charges. With appropriate notice to the parties concerned, the Committee may hold joint meetings with the parties to simplify issues, effect stipulations of facts, provide for the exchange of documentary or other information, or achieve such other prehearing objectives as will make the hearing fair, effective, and expeditious. Within five (5) additional days, the Fact Finding Committee shall determine whether there is a *prima facie* case for proceeding with a hearing. If the Fact Finding Committee should find that there is no *prima facie* case for proceeding with a hearing, it shall so report in writing to the President. If the President feels there is still a necessity for hearings, he/she shall within five (5) days so report in writing to the Fact Finding Committee, and the committee shall initiate hearing procedures.
5. The Fact Finding Committee shall serve notice of hearing with specific charges in writing, at least fifteen (15) days prior to the hearing. The hearing shall commence no later than the twentieth (20th) day after the date of the notification of the hearing, and the hearing shall be completed fifteen (15) days after the commencement of the hearing. The hearing shall be governed by the following rules:
  - a. The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from such determination.
  - b. The faculty member shall be entitled to have legal counsel be present and participate in the proceedings.



- c. Both the administration and the AAUP shall be entitled to participate in the proceedings and may be represented by legal counsel.
  - d. The Committee shall grant reasonable adjournments to enable either party to investigate evidence to which a valid claim of surprise is made.
  - e. A verbatim audio record of the proceedings shall be taken and the administration shall make a copy of the audio tape available to the affected faculty member, at his or her request.
  - f. The burden of proof that "adequate cause" exists rests with the administration and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
  - g. The affected faculty member and the administration shall be afforded a reasonable opportunity to obtain necessary witnesses and documentary evidence.
  - h. The faculty member and the administration shall have the right to confront and cross examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.
  - i. In a hearing of charges of gross incompetence, the testimony shall include that of qualified members of the Cincinnati State Technical and Community College faculty and /or the testimony of faculty members of other institutions of higher education, and /or the testimony of recognized authorities in the appropriate professional disciplines or programs.
  - j. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence.
  - k. The Committee shall base its findings of fact and its recommendations and decisions solely on the hearing record.
6. The Fact Finding Committee shall be empowered to recommend dismissal or another remedy which it deems appropriate.
  7. Within five (5) days after the conclusion of the hearing, the Committee shall notify the College President and the President of the AAUP of its findings of fact and its recommendations.
  8. The College President shall transmit the recommendations of the Fact Finding Committee along with his or her own recommendations to the Board of Trustees. The Board of Trustees shall at its next regular meeting afford the affected faculty member an opportunity to appear before the Board to provide evidence on his/her own behalf. The Board of Trustees shall consider all of the findings and recommendations and shall within five (5)

days put into writing its final decision, copies of which shall be submitted to the affected faculty member, the chair of the Fact Finding Committee, the College President, and the President of AAUP.

9. The AAUP, at its discretion, may appoint within five (5) days two representatives to meet and confer with the College President or his/her designee in respect to the conditions of the dismissal regarding compensation and/or benefits for the affected faculty member. In such discussion, consideration will also be given to any compensation which might have been continued for the affected faculty member during the period of time in which the affected faculty member performed no service to the College pending a final decision by the Board of Trustees.

G. Grievability of Decisions

The substance of decisions to terminate by a non-renewal, a reduction in force, or a for adequate cause termination of disciplinary action shall not be subject to the grievance procedure described in this Agreement except to ensure that there has been appropriate compliance with the Severance of Employment procedures described above.

## **Article 14**

### **Tenure**

#### **A. Definition**

1. Tenure is the status of continuous employment granted by the College to full-time members of the bargaining unit in recognition of demonstrated excellence and consistent contributions to the College community.
2. Tenure may be awarded to a full-time member of the bargaining unit who occupies a position at the College and who has satisfied the criteria for tenure.
3. Tenure shall not be granted by default, but shall require a positive action by the Board of Trustees based upon the recommendation of the Faculty Tenure Committee, the appropriate Dean, the appropriate Vice President or academic affairs designee, and the President.
  - a. The Faculty Senate shall, in accordance with its bylaws, establish a standing Faculty Tenure Committee.
4. Tenure is terminated or subject to termination only for adequate cause or as a result of a reduction in force as set forth elsewhere herein.
5. Only full-time members of the bargaining unit shall be considered eligible for tenure consideration.

#### **B. Eligibility for Tenure Application**

Members of the bargaining unit employed on or after September 6, 2005, upon completion of five (5) years of full-time service (as defined by the provision for non-renewal of contract in Article 13(C)(1), shall apply for tenure by September 15 of their sixth year by providing to the Dean or Director of the applicant's division or department and to the Faculty Tenure Committee the evidence that they meet the following criteria below:

1. A recommendation by at least one (1) tenured faculty member within the applicant's division that the applicant be granted tenure.
2. Evidence that the applicant has attained a bachelor's or master's degree or equivalent appropriate certificate relevant to his/her field or area of expertise.
3. Evidence demonstrating recognizable excellence in the applicant's field or area of expertise. To the extent that such information is available to the applicant, this evidence should include, but not be limited to, student, peer, or administrative evaluations, and information from the applicant's Peer Mentoring Committee, appointed by the Faculty Senate.
4. Additional evidence which should include, but not be limited to, the following:

- a. evidence of professional growth, including possible scholarly publications;
  - b. evidence of constructive activities in support of professional associations and societies within the applicant's fields of interest or related areas;
  - c. evidence of the faculty member's value to the College, including evidence of performance of professional responsibilities consistent with professional standards and the mission and objectives of the College. Such evidence may include, but not be limited to:
    - student advisement/guidance/recruitment
    - program and curriculum development
    - participation in College committees
    - participation in program or College accreditation activities
    - participation in relevant business or community affairs
5. The process and basis for Tenure must remain flexible to allow for individual uniqueness and creativity in performance. Applicants need not satisfy all the criteria listed above, but will be expected to have records which demonstrate excellence in the performance of their duties.
  6. The evidence submitted by the applicant should be complete as of the time of submission, but can be supplemented if new or clarifying information becomes available during the tenure application review process, up to March 1 of the year in which the Board of Trustees acts upon the final recommendation. Such supplements should be provided to all persons who have reviewed the application as of that point in the application review process.

#### C. Tenure Committee and Review of Tenure Applications

1. The Dean or Director of the applicant's division shall make a written recommendation regarding the applicant's request for tenure, directly to the applicable Vice President.
  - a. For applicants in Business Technologies, the Center for Innovative Technologies, Health and Public Safety, and Humanities and Sciences divisions, the applicable Dean shall make a written recommendation directly to the Academic Vice President.
  - b. For applicants in the Library, the Director of the Library shall make a written recommendation directly to the Academic Vice President.
  - c. For applicants in Enrollment and Student Development, the applicable Dean or Director shall make a written recommendation directly to the Vice President of Enrollment and Student Development.

Prior to making such recommendation, the Dean or Director shall evaluate the submitted materials, as well as the applicant's performance, including annual administrative evaluations which have previously been conducted. The Dean's or Director's recommendation shall be made to the applicable Vice President no later than December 1, with a copy to the applicant and to the Tenure Committee.

2. The chairperson of the Tenure Committee shall notify the applicable Vice President and all applicants of the Committee's recommendation by December 1. Such notification shall be in writing. In the event of a negative recommendation, the Committee shall submit a written statement of the reasons for the negative recommendations.
3. Upon receipt of a recommendation by the Faculty Tenure Committee and the applicable Dean or Director, the Vice President(s), after reviewing the recommendations and the submitted material, shall, as soon as is reasonably possible, but by no later than February 1 submit to the President a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Dean or Director and the Faculty Tenure Committee.
4. Upon receipt of the recommendations of the Vice President(s), the Faculty Tenure Committee, and the Dean or Director, the President, after reviewing the recommendations and submitted material, shall, as soon as is reasonably possible, but not later than February 15, submit to the Board of Trustees a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Vice President(s), the Dean or Director, and the Faculty Tenure Committee. The President shall submit copies of his or her recommendation to the Faculty Tenure Committee and to the applicant(s).
5. The Tenure Committee, the Dean or Director, or the Vice President may consider other pertinent information deemed necessary for a complete review of the applicant's eligibility for tenure. Such information must be in written form and be provided to the applicant and all persons who have reviewed the application as of that point in the application review process. The applicant shall be afforded an opportunity to respond in writing to the material no later than ten (10) days after he or she is given a copy of the material or up to March 1, whichever date is earlier. Such responses will be added to the file.
6. The Board of Trustees shall notify the applicant by March 31 of its decision to award or deny tenure. Such notification shall be in writing. In the event that the decision of the Board of Trustees is contrary to the recommendation of the Faculty Tenure Committee, the Board of Trustees shall put into writing its reasons for such decision.
7. Following an award of tenure, faculty shall have the title "professor."

D. Denial of Tenure

In the event tenure is denied by the Board of Trustees, the faculty member shall not be offered a contract for the following academic year.

## Article 15

### Professional Enrichment Programs

- A. Tuition Waiver at Cincinnati State Technical and Community College
1. Members of the bargaining unit are eligible to enroll in up to two (2) courses per semester at the College without payment of tuition and all fees with the exception of course/lab fees, whether in-state or out-of-state, up to a maximum of eight (8) credit hours per semester. The member of the bargaining unit shall pay any lab fees, except for fees associated with Physical Education courses that are part of the College Wellness Program, at the time of registration.
  2. Spouses, children, and/or dependents of members of the bargaining unit may, whether in-state or out-of-state, receive waiver of the instructional fee, irrespective of the credit load. Other fees must be paid at registration time.
  3. Members of the bargaining unit who retire shall be permitted tuition waiver as described for members of the bargaining unit still employed.
- B. Reimbursement and Salary Increases for Advanced Degrees
1. The College supports the continued studies for advanced degrees of unit members and/or the continuing education of unit members which contribute to the mission of the College. Requests for such enrollment and reimbursement must be approved in advance by the appropriate Dean. Should the Dean deny approval, the faculty member may appeal to the appropriate Vice President. The College agrees that upon submission of documented receipts for accredited College tuition and a grade report verifying a grade of "B" or better, a member of the bargaining unit shall receive reimbursement as described herein:
    - a. The College shall establish on an annual contract year basis a pool of \$60,000.00 from which tuition reimbursement shall be paid, up to an annual maximum of fifteen (15) credit hours per individual.

For academic year 2017-2018, the per-credit rate of reimbursement shall be equivalent to seventy-five percent (75%) of the current tuition rate for Ohio residents in a comparable program at the University of Cincinnati.
    - b. Any unused portion of the pool shall be carried over from year to year and added to the \$60,000.00 annual pool. If a faculty member is denied reimbursement in any year because the pool has been exceeded, he or she shall be allowed to apply for reimbursement of those non-reimbursed hours in the next contract year and shall be awarded such reimbursement prior to any award to any other individual being made for tuition paid in the new year.
    - c. Faculty members who receive tuition reimbursement shall remain at the College for at least one year following the date of submission of their documented receipts for reimbursement. Faculty members who voluntarily leave the employ of the College prior to one year following

the date of any tuition reimbursement for other than bona fide medical reasons shall reimburse the College the amount of said tuition reimbursement.

2. Upon presentation to the Director of Human Resources of proof that a member of the bargaining unit has obtained a master's degree from an accredited institution of higher education, the bargaining unit member's salary shall be increased by six percent (6%) beginning with the next pay period. Upon presentation to the Director of Human Resources of proof that the member of the bargaining unit has obtained a doctorate degree from an accredited institution of higher education, the member of the bargaining unit's salary shall be increased by eleven percent (11%) beginning with the next pay period.

#### C. Sabbatical Leave

1. A tenured member of the bargaining unit shall be eligible for sabbatical leave. The primary purpose of sabbatical leave is to encourage and to enhance professional growth and effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty members to undertake specific activities involving planned study, research, travel, return to industry, or other approved creative work of benefit to the faculty members and to the College. Sabbatical leaves shall be identified as falling into one of two categories:
  - Leaves for the purpose of pursuing advanced degrees (Degree Sabbaticals).
  - Leaves for other purposes (Enrichment Sabbaticals).
2. Each year of this Agreement, the administration shall make available a total of five (5) academic semesters for use as sabbatical leave (both categories).
  - a. Leaves may be granted for one (1) or more semesters up to, but not more than, one (1) academic year, but the period of the sabbatical may extend over more than one academic year, e.g., include Spring and Summer semesters of one academic year and Fall semester of the next academic year. Leaves shall not be granted for less than one full academic semester. Leaves are granted without regard to seniority or the number of years that a member of the bargaining unit has been eligible to be considered for sabbatical leave.
  - b. Upon completion of a sabbatical leave, the member of the bargaining unit shall not become eligible again until the completion of an additional five (5) years of service to the College. Five additional years shall be defined as at least two complete academic semesters in at least five academic years, subsequent to the last day of the faculty member's prior sabbatical.
  - c. A member of the bargaining unit on sabbatical leave shall be fully compensated. Any wages received by the bargaining unit member for work performed related to the sabbatical, other than an academic stipend, shall be offset against the compensation owed by the College and the bargaining unit member agrees to notify the College of such compensation and provide documentation. The member of the

bargaining unit on sabbatical leave shall continue to accrue sick leave, retirement credit, insurance benefits, seniority, and all other benefits as described in this Agreement.

- d. When applying for a Degree Sabbatical, the faculty member shall include a projected date for the completion of the degree. When a Degree Sabbatical is granted, the expectation is that the faculty member will complete the degree being sought. Failure to complete the degree within one (1) year of the projected degree completion date shall obligate the faculty member to reimburse to the College the amount of all tuition reimbursements previously granted to the faculty member towards the completion of the degree from the beginning date of the sabbatical and thereafter and shall cause the faculty member to become ineligible for any future sabbatical leaves, notwithstanding Article 15(C)(2)(b) above, unless the faculty member has a *bona fide* medical reason or other qualifying reason under the Family and Medical Leave Act (FMLA), which would necessitate a delay in the completion of the degree.
  - e. When an Enrichment Sabbatical leave is granted, every 30 days the faculty member shall submit a report to the Dean of his/her progress in the goals established for the sabbatical. By the conclusion of the academic semester following completion of the sabbatical leave, the faculty member shall submit a report detailing the attainments achieved, as required by ORC 3345.28. This report shall be sent to the Academic Vice President, to be filed in the College Library. Failure to submit this report in a timely manner shall obligate the faculty member to reimburse to the College the amount of wages and benefits paid during the sabbatical and shall cause the faculty member to become ineligible for any future sabbatical leaves, notwithstanding Article 15(C)(2)(b) above, unless the faculty member has a *bona fide* medical reason or other qualifying reason under the Family and Medical Leave Act (FMLA), which would necessitate a delay in the submission of this report.
  - f. Upon completion of sabbatical leave, the member of the bargaining unit must return to the College for at least one (1) full year of professional service. Faculty members who voluntarily leave the employ of the College prior to one year following the date of the completion of the sabbatical for other than *bona fide* medical reasons shall reimburse the College the amount of wages and benefits paid during the sabbatical.
3. The Faculty Senate shall in accordance with its bylaws establish a Sabbatical Review Board. In addition to the faculty members appointed to the Review Board, the President shall appoint the Deans of the Humanities & Sciences Division, the Business Technologies Division, the Center for Innovative Technologies, and the Health and Public Safety Division, as well as the Director of the Library.
- a. Candidates shall submit by February 1 to the Sabbatical Review Board an application for sabbatical leave, in a form to be determined by the Sabbatical Review Board, along with justifications on the merits of the proposal in its own right, for the individual, for the division, and for the College. The Sabbatical Review Board shall have the right to request additional information from the candidate or ask the candidate to modify



his/her proposal for improvement and/or suggest that the candidate apply for a sabbatical period which is less than he/she applied for.

- b. By April 1, the Sabbatical Review Board shall submit its evaluation of the proposals and its recommendations to the appropriate vice president and to the President. Each evaluation shall include a justification for any negative recommendation, and a rank of order of preference for each proposal submitted to the Sabbatical Review Board. The appropriate vice president shall review the proposals and submit his/her evaluations and recommendations to the President.
- c. By May 1, the College President shall submit his/her evaluation of the proposals and his/her recommendations as well as the recommendations or evaluations of the appropriate vice president and the Sabbatical Review Board, to the Board of Trustees.
- d. By May 31, the Board of Trustees shall notify the applicant and the Sabbatical Review Board in writing of its decision. In the event of a negative decision, the Board of Trustees shall provide reasons in writing.
- e. A member of the bargaining unit who has been granted a sabbatical leave shall submit in writing to the Academic Vice President and to the Sabbatical Review Board, no later than the fifth week of the academic semester prior to the beginning of the proposed sabbatical leave, a statement attesting to the fact that the sabbatical proposal is still viable and will go forward as proposed. Should the proposed sabbatical not be viable at this point, the sabbatical will be cancelled. The cancelled sabbatical award shall be carried over for awarding in the following year.

D. Professional Enrichment

The College and the AAUP agree that they have a mutual interest in having faculty members participate in personal and professional development activities, including, but not limited to, attending classes or pursuing advanced degrees, attending professional conferences, participating in both internal and external training opportunities, or undertaking continuing education for purposes of maintaining accreditation or licensure. Faculty members recognize that their primary commitment is to their students, their academic divisions, and the College as a whole. In the scheduling of classes and other assignments, the administration shall endeavor to accommodate such faculty development activities to the extent that is reasonably possible.

## Article 16

### Professional Ethics and Academic Freedom

#### A. Professional Ethics

1. Bargaining unit members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the 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.
2. As teachers, bargaining unit members encourage the free pursuit of learning in their students. They hold before their students the best scholarly standards of their disciplines. They demonstrate respect for the students as an individual and adhere to their proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects the students' true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from the students. They protect the students' academic freedom.
3. As colleagues, bargaining unit members 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. They accept their share of faculty responsibilities for the governance of the institution.
4. As a member of their institution, bargaining unit members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided those do not contravene academic freedom, they maintain their right 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 within it. When considering the interruption or termination of their services, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their communities, bargaining unit members have the rights and obligations of any citizen. They measure the urgency of these obligations in light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression that they speak or act for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, bargaining unit members have a particular

obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

B. Academic Freedom

1. Academic Freedom in Research

Bargaining unit members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. Academic Freedom in the Classroom

Bargaining unit members are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subjects.

3. Academic Freedom as Citizens

Bargaining unit members are citizens, members of the learned profession, and officers of the Cincinnati State Technical and Community College. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As people 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, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

## **Article 17**

### **No Strikes or Lockouts**

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refusal to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this paragraph, the involved members of the bargaining unit will be subject to disciplinary action.

The College agrees that there shall be no lockouts during the term of this Agreement. Violation of this paragraph by the College shall subject the College to the grievance procedure contained herein and, upon proof of a lockout, subject the College to a requirement to pay the wages of those employees locked out for the period of the lockout.

## **Article 18**

### **Employment Outside the College**

Members of the bargaining unit may be employed outside of the College in any capacity, including consulting. Such activities must:

- A. Not involve the use of information obtained from College sources which is not available to members of the general public pursuant to the Ohio Public Records Law;
- B. Not create a conflict with the employee's responsibilities to the College or interfere with the individual's full-time responsibilities to the College or its students;
- C. Not involve the use of facilities, equipment, or material of the College; and
- D. Not take advantage of a bargaining unit member's position with the College to sell goods or services to students of the College. However, it shall not be regarded as a violation of this standard for a member of the bargaining unit's own books or text materials, in whatever form, to be used in courses the faculty member teaches, provided that those materials have been adopted through the standard departmental or divisional adoption procedures, and are available through the College bookstore.

## **Article 19**

### **Separability**

If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction), adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all remaining articles, sections and clauses which are not rendered meaningless, inoperable, or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section, or clause is adjudged to be unlawful and if the College or the AAUP so requests, the Parties will meet and discuss a lawful alternative provision.

## **Article 20**

### **Entirety**

This written Agreement constitutes the entire agreement between the College and the AAUP and supersedes and replaces any and all agreements, whether written or oral, or expressed or implied, between and concerning the College and the AAUP.

## **Article 21**

### **Waiver**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or of rights obtained by the AAUP shall not be deemed to waive any such rights or the right to exercise them in some way in the future.



## **Article 22**

### **Definitions**

A. Positions Named in the Agreement

Should any position or office named in this Agreement be changed or cease to exist, the President of the party in which the change has occurred shall designate the replacement for the purposes of this Agreement by notifying the President of the other party in writing of such designation.

B. College Fiscal Year

A College fiscal year for the purpose of this Agreement shall be currently defined as July 1 to June 30. This definition is subject to revision by statute.

C. College Academic Year and Contract Year

An academic year and a contract year shall be defined as the date on which a Fall semester begins until midnight on the day before the next Fall semester begins.

D. Timelines and Working Days

Throughout this document, unless otherwise specified, time limitations expressed in days shall exclude Saturdays, Sundays, holidays and periods when College classes are not in session. If a certain specified date falls on a Saturday, Sunday or holiday, or period when College classes are not in session, the date shall be extended to the next working day.

## **Article 23**

### **Duration and Amendment**

This Agreement shall be effective as of the first day of the Fall Semester 2017, and shall continue in full force and effect for one year from the date of its execution until and including midnight of the day before the beginning of the Fall Semester 2018.

Any amendment, modification, or addition to this Agreement must be in writing and duly signed by the Parties in order to be effective.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_ day of the month of \_\_\_\_\_, 2017.

**Cincinnati State Technical and  
Community College**

**American Association of  
University Professors,  
Cincinnati State Technical and  
Community College Chapter**

\_\_\_\_\_  
Mark D. Walton  
Chairperson, Board of Trustees

\_\_\_\_\_  
Pamela S Ecker  
President

\_\_\_\_\_  
Monica J. Posey, Ed.D.  
President

### **Negotiating Teams**

\_\_\_\_\_  
Robbin Hoopes, J. D.

\_\_\_\_\_  
Geoffrey A. Woolf

\_\_\_\_\_  
Lawra Baumann

## Appendix 1

### MEMORANDUM OF UNDERSTANDING

#### Service to the College

With respect to Article 9(B) of the Collective Bargaining Agreement, Cincinnati State Technical and Community College and the Cincinnati State Technical and Community College Chapter, American Association of University Professors, hereby agree as follows:

1. Service activities are an extension of the faculty member's professional skills, and/or activities that support strategic goals of the College.
2. Service activities shall exclude membership on College standing committees and College ad hoc committees, membership on division/department committees, activities that are part of a faculty member's regular responsibilities as a program or department chair, and in-service activities as defined in the Collective Bargaining Agreement or any related Memoranda of Understanding.
3. Specific service activities shall be determined as part of the annual workload projection described in Article 9(F). This determination will include collaboration by the Division Dean (or designee), the faculty member, and, when applicable, the College department where the faculty member will perform service activities.
4. Service activities may be performed during a faculty member's teaching or non-teaching semester, or on days when classes are not in session.
5. Faculty members, in consultation with their Dean or designee, shall create an annual plan for their service activities.

*Annual plans for service activities should remain flexible since the needs of the College might change during the year and faculty members' participation might be needed for services not anticipated during the creation of annual plans.*

6. The attached list shall be used as a guideline for the determination of service activities. Members of the bargaining unit and/or members of the College administration may suggest possible additions to the chart.

Representatives of the AAUP and the College administration shall meet as needed during the life of the Agreement to discuss and approve or disapprove possible additions to the list that may be suggested by members of the bargaining unit and/or by the College administration.

**Guidelines:**

- Activities requiring up to 4 hours will be valued as one-half day.
- Activities requiring 4 to 8 hours will be valued as a full day.
- Activities requiring a faculty member to provide service on a Saturday, Sunday, or in the evening will be valued as a full day, regardless of duration.
- Activities that require preparation time will be valued as the sum of the preparation time plus the duration of the activity.
- Activities that involve travel from the faculty member's "home" campus will be valued as the sum of travel time plus the duration of the activity. Contractual mileage reimbursement still applies.
- It is recognized that some activities may have a longer duration and associated values could be greater than those listed below.

**Service Activities****Estimated Value****Accreditation**

- |  |       |
|--|-------|
| • Participate on an external accreditation review team (unpaid)              | 1 day |
| • Provide accreditation support to a program/department other than one's own | 1 day |

**College entry/outreach**

- |  |                 |
|--|-----------------|
| • Assist with first week "ambassador" activities                                   | ½ day           |
| • Assist at new Student Orientation session  | 1 day           |
| • Assist with Parent/Student Night event   | 1 day           |
| • Assist with Adult Learner event  | 1 day           |
| • Serve as an official College representative at workshop/conference/special event | 1 day (minimum) |

**College revenue generating**

- |   |                 |
|---|-----------------|
| • Assist with fund raising event (e.g., 1 Night, 12 Kitchens)   | 1 day           |
| • Prepare a grant application   | 1 day (minimum) |
| • Provide professional/technical assistance for Workforce Development Center activities, or other Entrepreneurial Strategic Initiatives | 1 day (minimum) |

**Community partnerships/outreach**

- |   |                 |
|---|-----------------|
| • Assist with Academic League (1 weekday event)   | ½ day           |
| • Develop dual enrollment agreement (per HS)      | ½ day (min)     |
| • Develop Tech Prep curriculum alignment (per HS) | ½ day (min)     |
| • Present to HS class and/or College Fair         | ½ day           |
| • Assist with Academic League (weekend event)     | 1 day           |
| • Assist with Science Bowl                        | 1 day           |
| • Assist with Science Olympiad                    | 1 day           |
| • Develop and/or maintain articulation agreement  | 1 day (minimum) |

**Online community**

- Provide online tutoring (per session) ½ day
- Provide online Writing Center support (per session) ½ day
- Provide Quality Matters Peer Review (internal, per course) 1 day

**Professional development delivery**

- Conduct a professional development workshop on campus 1 day
- Present at an off-campus workshop / conference 1 day
- Chair a College-wide committee 2 days / semester
- Serve as a peer mentor 2 days / semester

**Student retention**

- Provide student advising (in breaks between semesters) ½ day (min)
- Provide tutoring in College Success Center or Writing Center (per session) ½ day
- Assist with special retention project / initiative 1 day (minimum)
- Conduct student “boot camp” or supplemental instruction 1 day (minimum)
- Conduct workshop / mentoring activity for student group 1 day
- Serve as advisor for a student organization 2 days / semester

## **Appendix 2**

### **MEMORANDUM OF UNDERSTANDING**

#### **FACT Topics: Clinical Workload and Professional Certification**

The parties agree to convene the Faculty / Administration Communication Team (FACT) to examine these topics:

1. Gain better understanding of the nature of work involved in clinical coordination, and determine whether workload for clinical coordination, as described in Article 9(G)(4) of this Agreement, is aligned with similar institutions.
2. Evaluate the feasibility of reimbursing faculty members for renewal of certifications and /or other professional credentials required to maintaining program accreditation.

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