

AGREEMENT

between



**COLUMBUS STATE
COMMUNITY COLLEGE (CSCC)**

and



Columbus State Education Association
Faculty building a better campus community
www.cseafaculty.org

**COLUMBUS STATE
EDUCATION ASSOCIATION (CSEA)**

JULY 1, 2008 – JUNE 30, 2011

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ARTICLE 1 – RECOGNITION

This Agreement is made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between Columbus State Community College (CSCC) hereafter referred to as the “College” and the Columbus State Education Association (CSEA), an affiliate of the Ohio Education Association and the National Education Association, and hereinafter referred to as the “Association.”

The College hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement.

The bargaining unit shall include: Full-time faculty members of CSCC, including instructors, assistant professors, associate professors, and professors. The bargaining unit shall exclude: Adjunct faculty members; full-time temporary faculty members, heads/directors of non-academic departments or programs; chairperson of academic departments; administrators at the level of department chairperson and above, including by way of illustration: deans, provost, vice-president, assistant to the president; counselors and library employees.

Full-time, temporary faculty are those faculty who are used, for a period not to exceed three (3) consecutive quarters, to replace full-time tenure-track faculty who:

1. are on any form of paid and/or unpaid leave;
2. are on sabbatical;
3. are off summer quarter

or during the recruitment of any Board approved full-time tenure-track position(s).

ARTICLE 2 – PAYROLL DEDUCTION

Section 2.01 – Authorization of Deductions

The College will deduct from the pay of the members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the Constitution and Bylaws of the Association and its affiliates. Deductions shall be made only following Human Resources’ receipt, from the Association Treasurer and executed by Association members for that purpose, of an individually signed OEA Membership Enrollment Form.

Section 2.02 – Termination of Deductions

The College’s obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to:

1. termination of employment;
2. transfer to a job classification outside the bargaining unit; or

3. written termination of membership in the Association during a period of time between one hundred twenty (120) and ninety (90) (March 1 – March 30) days prior to the expiration of this Agreement. Such written termination of membership shall be presented by the member to the CSEA Treasurer, who will then present such written revocation to the Supervisor of Payroll Operations.

Section 2.03 – Deduction Period

All authorized deductions will be made from the Association member's pay on a regular basis, October 15 through June 30. Pay deductions shall be transmitted to the CSEA Treasurer monthly, with a list detailing the names of the members and the amounts deducted for Association dues from each member, October 31 through June 30. The College shall levy no charge upon the Association for administering the payroll deduction.

Section 2.04 – Payroll Deduction of Fair Share Fee

Effective Autumn Quarter 2008, the College shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Section 2.05 – Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to Human Resources on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the College agrees to promptly transmit all amounts deducted to the Association.

Section 2.06 – Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the calendar year, the payroll deduction shall commence on the first pay date on or after the later of sixty days of employment in a bargaining unit position or January 15.

Section 2.07 – Transmittal of Deductions

The College further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

Section 2.08 – Procedure for Rebate

The Association represents to the College that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all

applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

Section 2.09 – Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

Section 2.10 – Indemnification

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying, or seeking to comply with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section 3.01 – No Strike

During the term of this Agreement, the Association shall not sanction nor authorize, and no members of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refuse to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this clause the involved members of the unit will be subject to disciplinary action.

Section 3.02 – No Lockout

The College agrees that there shall be no lockouts during the term of this agreement.

ARTICLE 4 – FACULTY WORKLOAD AND RESPONSIBILITIES

Section 4.01 – Purpose

The College recognizes that the faculty, as professionals in their respective disciplines, play an integral role in aiding the College to achieve its teaching and service mission. Similarly, faculty members recognize that, as members of the College community, their duties and responsibilities must contribute to the overall mission of the College. Both parties agree that any duties assigned will be fundamentally guided by the needs of the students, the College, and the larger community that all serve.

Section 4.02 – Overview

A. Faculty Workweek

- **Instruction:** The standard course load is 16 hours per week each quarter in the defined academic year. A contact hour is 1 class hour or laboratory hour.
- **Office Hours:** Faculty are required to hold 10 hours per week each quarter.

- **Mission and Learning Support:** Faculty will be required to undertake on average a maximum of 14 hours per week in Mission and Learning Support activities.

B. Faculty Workday – Faculty shall normally not have fewer than 12 hours between the end of their last class/office hour on one day and the beginning of the first class/office hour on the following day without the approval of the faculty member. Exceptions to this are:

- to report for a Department meeting
- to report for In-Service Day
- to report to teach a course that enables faculty to fulfill their 16 hour workload
- to report to teach a course for which they are the only qualified faculty.

C. In-Service Day

It is understood that department meetings will generally occur on In-Service Day. If there is no department meeting scheduled, a faculty member may engage in activities such as curriculum committees, assessment committees, lead and coordinator meetings, interdisciplinary meetings, or other mission and learning support related activities with the concurrence of the chairperson. Such concurrence will not be unreasonably denied. If there is no department meeting scheduled, then faculty scheduled to teach evening courses may be excused by their chairperson prior to 4:30 that day. It is further understood that department meetings generally would occur during the 3:00 – 4:30 time period on that day, provided that the appropriate 2-week notice has been given.

Faculty are expected to work at least 6.5 hours on any In-Service Day. Any absence during said 6.5 hours will require appropriate leave for the actual time missed.

If a faculty member has established web hours that day that are posted and are required to be worked, then the 6.5 hours can be adjusted/modified if approved in advance by the chairperson.

Section 4.03 – Instruction

The standard course load will be 48 contact hours per academic year. In order to reach the quarterly minimum 16 hour load, faculty may have to agree to do an overload, reassigned leadership activities, or reverse bank. The faculty workload calculation for a section of a distance learning course will be the same as for a traditional section of the course.

A. Course Assignment

1. Chairperson Considerations

As the chairperson makes course/section assignments, the chairperson will take faculty seniority, the faculty member's preference, and the faculty member's full-time status into consideration. If these assignments cannot be agreed upon, the chairperson shall retain authority to make a final

determination of course assignments. Upon request, the chairperson will give the faculty member the rationale for the assignment. The faculty member may request a meeting with the chairperson and the dean to discuss further the rationale of the assignment. A union representative may be present at such a meeting. In general, faculty will focus on teaching within their department and content area. However, it is expected that faculty will, either at their request or at their chairperson's request, engage in teaching across disciplines and academic departments. Reasons for teaching outside one's own department include, but are not limited to:

- Logical cross-disciplinary connections
- Inter-disciplinary initiatives
- Faculty who taught courses that are no longer within their department. In such instances, requests by faculty to teach courses outside their department shall not be unreasonably denied. Full-time faculty within the department shall have first opportunity to obtain a full-teaching load before full-time faculty from outside that department are assigned courses in that department.

2. Distance Learning Courses

The faculty member(s) who developed a distance learning course shall have the right of first refusal to teach the course, up to a full workload, for the first three quarters following development and for up to two sections per quarter thereafter. Generally, the faculty member(s) who originally developed a distance learning course will be given the opportunity to revise or redesign the course. However, the chairperson, after consultation with the full-time faculty who teach the course, may assign another full-time faculty member to revise or redesign that course. If another faculty member subsequently receives reassigned time to alter that course's content, that faculty member shall then be considered the developer of the course and assume right of first refusal to teach it. If the course developer does not teach the course, the distance learning course assignment shall be handled in the same manner as other courses in the Department/Division. If the enrollment demand for the distance learning course increases to the point where it is the equivalent to several sections, the department chairperson shall have the option of assigning section(s) of the distance learning course to other full-time or adjunct faculty members in the department. The workload calculation for a distance learning class will be computed the same as for a traditional class.

A faculty member teaching a distance learning course may select from the following options:

- The course(s) may be taught as part of regular load.
- The course(s) may be contracted as voluntary overload.

3. Flex Courses

Full-time faculty may teach flex courses as part or all of full-time workload. Full-time faculty may also teach flex courses as an overload.

Flex courses taught entirely during quarter breaks may be excluded from maximum allowable overload workload for an eleven week quarter.

The mission and learning commitment to department, the division and the College will encompass the entire quarter. Therefore, during Autumn, Winter, and Spring Quarters faculty will hold their required weekly office hours during each week of the quarter. During Summer Quarter, faculty may meet their entire quarter's office hours requirement during the flex term with prior approval from the chairperson.

4. Multi-Campus Assignments

A flexible schedule that includes a variety of times, days and locations, will be taken into consideration when determining a full-time faculty member's workload.

B. Class Size

Class size will be determined by the College's mission, values, and goals.

A class section with an enrollment of at least seven students on the first day the class meets for the quarter or term shall be compensated at 100% of the contact hours for the course. If there are fewer than seven students and additional students are signed in on the first day the class meets the final workload determination will be delayed for 48 hours. In order to initiate this process, a faculty member must inform the chairperson that additional students have been signed into the section.

1. Independent Study

If there are fewer than seven (7) students, then the course will be paid as an independent study. Exceptions to this practice include but are not limited to:

- Internships, clinicals and practicums will be staffed according to program accreditation standards.
- Instructional workload will be calculated by headcount or by lab-hour ratio as established by the department, in reference to internships, clinicals, and practicums.
- At the discretion of the Chairperson and Dean.

The following formula will be utilized to calculate full-time faculty workload for independent studies:

- 1 – 2 students = 0.25 x course contact hours
- 3 – 4 students = 0.50 x course contact hours
- 5 – 6 students = 0.75 x course contact hours

2. Distance Learning

The maximum class size of a distance learning section shall be the same as the maximum class size of its corresponding traditional section (unless specified otherwise by the program/department). In situations where the distance learning section's enrollment exceeds this maximum class size, the faculty member's workload will be adjusted according to 4.03(B)(1) of this Article. In lieu of teaching multiple sections, a faculty member shall have the option of requesting that the cap on the maximum number of seats in a given section be increased to reflect the enrollment of multiple sections. The faculty member shall be compensated for the equivalent number of sections.

C. Distance Learning (DL)

DL is any learning arrangement in which the instructor/facilitator is physically removed from the learner. The intent of DL is to broaden access for the student. This learning arrangement may be synchronous or asynchronous and may have high or low technology requirements. DL outcomes are qualitatively equivalent to those achieved in a more traditional learning arrangement.

Adequate equipment and technical support personnel will be available to support the course offerings. A distance learning course will deliver the required content, meet the required objectives, utilize similar assessment methods, and be comparable in the degree of rigor and interactivity as the traditional sections of the course. It is understood that the instructor of record in a distance learning course will spend time on instruction equal to the contact hours of the course in addition to their office hours and the time spent on evaluation of student assignments.

Faculty are not expected to respond to students prior to the first day of a quarter. When the College activates blackboard prior to the first day of the quarter, faculty who do not have content available will post, at a minimum, an announcement that content will be available by 8:00 AM on the first day of the quarter and that the instructor will be available on the first day of the quarter. (The parties agree that other workload issues related to distance learning shall be studied by the Teaching, Learning, and Technology Roundtable and that their recommendations on these issues shall be forwarded to the Association/Management Committee for discussion and review prior to implementation.)

Section 4.04 – Office Hours

Faculty are required to hold 10 office hours per week each quarter. Six hours must be regularly scheduled. The faculty member may use the remaining four hours flexibly in order to respond to students' needs via email, chat rooms, or other existing or emerging technologies. Office hours should correspond with learning activities. The canceling of posted office hours is permissible only if initiated or sanctioned by the College, such as attending conferences, department meetings and the College In-Service Day. Then no leave is required. Faculty who are late for scheduled office hours may make up those missed hours provided the faculty member:

- Calls in advance to the chairperson or office associate; and

- Reschedules the office hours during that particular week

If the above two items are not followed the appropriate leave must be taken.

Any adjusting of scheduled office hours must be agreed upon by the chairperson and the faculty member. Such requests shall not be unreasonably denied. Faculty who miss scheduled office hours without adjusting those hours must inform the chairperson and take appropriate leave.

Faculty are responsible for their 10 office hours during finals week. They may adjust the six (6) posted office hours provided they are posted prior to the start of finals week.

A faculty member may serve up to two of their scheduled office hours in an alternate location, such as a tutoring lab, as long as the faculty member has prior approval from the chairperson. On occasion, faculty members may hold their scheduled office hours at an alternate location on campus. The faculty member must post notice of this change in a conspicuous location.

Faculty members teaching distance learning courses may allocate some of their office hours as virtual. These hours should reflect the percentage of full-time instructional load that are distance learning courses.

Regardless of teaching modality and all other assigned activities, faculty will hold a minimum of two scheduled office hours on their primary campus of the entire quarter.

4.05 – Mission and Learning Support

Faculty will be required to undertake on average a maximum of 14 hours per week in Mission and Learning Support activities. The time allocated for Mission and Learning Support activities averages 14 hours per week (154 hours per quarter). Activities completed within the required hours may be in any combination of the categories listed below. Faculty members are required to participate in Mission and Learning Support activities to maintain or improve performance.

Instruction and Instructional Support:

- Instructional Planning and Presentation
- Assessment of Students
- Professional Development to maintain currency in one's field
- Student Advising and Student Support Activities
- Scholarship

Service:

- Service to the Department
- Service to the Division
- Service to the College
- Service to the Profession
- Service to the Community

A written faculty developed Mission and Learning Support plan that includes clear objectives and demonstrable outcomes will be used to provide guidance to the faculty member in selecting activities that support the College's mission, meet department/division needs, enhance the learning environment, and contribute to the tenure/promotion process. The plan shall be submitted as part of the Annual Faculty Performance Appraisal plan. Either the faculty member or the department chairperson may request a change in this plan, and if such changes negatively impact department initiatives, then the change can only be altered by their mutual agreement. Such changes shall not negatively impact the Annual Faculty Performance Appraisal. Faculty members will evaluate their Mission and Learning Support Plan with their annual self-appraisal report at the end of each academic year and the department chairperson will evaluate these activities as part of the annual performance review process. The Mission and Learning Support Plan also provides a method of accountability for the time spent on activities in this component of the workload.

Faculty members who elect to teach distance-learning courses full-time or who are hired as full-time distance learning instructors shall be expected to fulfill all Mission and Learning Support requirements.

Department Meetings

Faculty department meetings shall be scheduled at least two (2) weeks in advance, and faculty attendance will be required at no more than two department meetings per quarter.

Section 4.06 – Supplemental Contracts

A. Summer

Full-time faculty may petition or apply for additional teaching hours in another area in which they are qualified to teach if their discipline/department does not provide full-time employment.

Full-time faculty may request summer quarter teaching assignments. Such requests are to be filed with the designated administrator by April 1 of the given year. Terms set forth in Section 4.02 of this Article shall apply to summer quarter assignments. Full-time faculty shall have the right of first refusal for summer quarter classes in subjects for which they are deemed qualified. Full-time faculty shall be paid based on the same factors that applied in the summer of academic year 2002-2003.

B. Overloads

Overloads will not be granted if a full-time faculty member is not meeting his/her Mission & Learning Support requirements.

After all full-time faculty in the department have been given a full teaching load, full-time faculty shall have the right of first refusal for all courses in the division/department that they are qualified to teach.

Full-time faculty will be permitted an average of 12 contact hours per quarter not to exceed 36 per academic year. Pay for full-time faculty members shall be in accordance with Article 24, Overload Pay.

C. College Initiatives

Initiative contracts will be provided to full-time faculty for hours to be spent on College Initiative projects. These hours will be paid at the current adjunct hourly rate. College Initiative projects are those bodies of work that would not normally be considered Mission and Learning Support or re-assigned time. The chairperson and faculty member will identify the appropriate amount of hours per project and forward recommendations to the dean for final approval. In most cases these initiatives are driven by external mandates or expectations of the College such as but not limited to:

- Major OBOR initiatives
- University of Ohio Strategic Plan initiatives
- Major grant leadership
- Underage enrollment

Section 4.07 – Reassigned Time

There are three areas in which faculty assume leadership roles at the College. These include program coordination, lead instruction, and special project management.

Program Coordinator and Lead Instructor are voluntary roles except in the case of small programs that may only employ one full-time faculty. A faculty member assuming one of these roles may not be required to perform every task within the description. Both positions may provide administrative support and assistance to the department chairperson. The chairperson, department members, and the faculty member will negotiate which of the leadership tasks need to be performed.

The amount of reassigned time is negotiated and calculated based on the 11-week quarter model. It is assumed that for every one hour reassigned time granted, two hours will be dedicated to the task. The faculty member will adjust his/her workload for each hour of reassigned time as follows: one hour from direct instruction, one-half hour from office hours (to be subtracted equally from both flexible and regular office hours), and one-half hour from Mission & Learning Support.

Full-time faculty are expected to teach at least 50% of their full instructional load during Autumn, Winter, and Spring quarters. Under special circumstances, with the approval of the Dean and the Provost, the 50% requirement can be waived. In Summer Quarter, a faculty member may accept a reassigned time contract for up to eight hours with no teaching obligations. Reassigned time in excess of eight hours must be matched by an equivalent number of teaching hours. Therefore, faculty desiring a full-time contract in the Summer will be expected to teach a minimum of four hours. Lead Instructors and Program Coordinators are not precluded from accepting supplemental contracts, which may include additional reassigned time for approved projects.

Departmental or other College staff will provide support to faculty in these leadership roles to complete tasks that do not require specialized knowledge and expertise. These faculty should work closely with department chairpersons in obtaining the necessary clerical support in fulfilling their roles.

The total number of lead instructor and coordinator hours will not fall below 550 during the term of this Agreement.

A. Lead Instructor

Lead Instructor is a voluntary position held by full-time faculty and typically found in the Arts and Sciences Division. Lead Instructors provide academic leadership and support for departments and department chairpersons. While Lead Instructors have no administrative authority over other full-time or adjunct faculty, their assistance is important in helping department chairpersons effectively manage multifaceted departments. Lead Instructors are typically granted between one and eight hours of reassigned time per quarter.

The following roles delineate a range of possible functions that the Lead Instructors fulfill based on the needs of the department.

1. Adjunct Faculty
 - a. Coordinate meetings and communications.
 - b. Assist in the development of staffing plans.
 - c. Recommend new adjunct faculty for hire and the continuation of adjunct faculty contracts.
 - d. Assist in the completion of classroom observations of adjunct faculty.
 - e. Conduct orientation/mentoring for new adjunct faculty.
 - f. Review and assist adjunct faculty in the development of syllabi, exams, and course material.
2. Curriculum
 - a. Coordinate the process of textbook adoption.
 - b. Lead review and update of course outlines, syllabi, exams, and course materials.
 - c. Coordinate curriculum design, revision, and assessment of student academic achievement.
3. Facilities
 - a. Troubleshoot issues and condition of classrooms and labs.
 - b. Monitor condition of specialized equipment.
 - c. Facilitate software requests as needed for computer labs and classrooms.
4. Students
 - a. Mediate student concerns and/or refer student complaints to the department chairperson if the situation warrants.
5. Academic Leadership
 - a. Lead the process of assessment and required report-writing for the department.

- b. Provide input to operational and capital budgeting.
 - c. Provide input to the quarter-by-quarter schedule of classes.
 - d. Provide input into the development and updating of transfer guides and articulation agreements.
6. Special Projects/Duties as agreed to between the faculty member and the chairperson.

B. Program Coordinator

Program Coordinator is a voluntary position held by full-time faculty and typically found in the Career and Technical Programs Division. Program Coordinators provide academic leadership and support for departments and department chairpersons. While Program Coordinators have no administrative authority over other full-time or adjunct faculty, their assistance is important, and in some programs even required, for maintaining quality technical degree programs.

Most Program Coordinators receive five hours of reassigned time per quarter. Program Coordinators who receive fewer than five hours typically perform a very limited number of tasks. This is often the result of dividing a larger number of reassigned hours between two or more faculty. Several Coordinators, primarily in health-related programs, receive eight hours of reassigned time. The additional hours in these programs address the responsibility of these faculty members for securing and maintaining relationships with vital clinical and field placement sites throughout central Ohio.

The following roles delineate a range of possible functions that the Program Coordinators fulfill based on the needs of the department.

1. Adjunct Faculty
 - a. Coordinate meetings and communications.
 - b. Assist in the development of staffing plans.
 - c. Recommend new adjunct faculty for hire and the continuation of adjunct faculty contracts.
 - d. Assist in the completion of classroom/clinical observations of adjunct faculty.
 - e. Conduct orientation/mentoring for new adjunct faculty.
 - f. Review and assist adjunct faculty in the development of syllabi, exams, and course materials.
2. Off-Campus Educational experiences (Clinical/Practicum/Internships/Placements)
 - a. Coordinate student placements.
 - b. Assist the chairperson in monitoring contracts.
 - c. Maintain communication with site liaisons and disseminate relevant information to the faculty.

3. Curriculum
 - a. Coordinate the process of textbook adoption.
 - b. Lead review and update of course outlines, syllabi, exams, and common course materials.
 - c. Coordinate curriculum design, revision, and assessment of student achievement.
 - d. Monitor changes in credentialing examinations.
4. Facilities
 - a. Troubleshoot issues and condition of classrooms and labs.
 - b. Monitor condition of specialized equipment.
 - c. Facilitate software requests as needed for computer labs and classrooms.
5. Students
 - a. Coordinate the development/updating of the student program handbook.
 - b. Mediation of student concerns and/or referring student complaints to the department chairperson if the situation warrants.
6. Academic Leadership
 - a. Lead the process of assessment and report-writing for the program.
 - b. Provide input to operational and capital budgeting.
 - c. Develop/input the quarter-by-quarter schedule of classes.
 - d. Lead review of advising, counseling, and public relations materials for the program.
 - e. Coordinate advisory committee meetings and communications.
7. Special Projects/Duties as agreed to between the faculty member and the chairperson.

C. Special Projects

Reassigned time will be granted for special projects that require more time than is allocated in the faculty workload model. In general, a faculty member may apply for reassigned time for roles that exceed the faculty member's normal service expectations.

A faculty member with reassigned time assignment may select from the following options:

1. The reassigned time may be calculated as part of the regular workload.
2. The reassigned time may be contracted as voluntary overload.

Reassigned time requests may be initiated by the following:

1. Faculty member

2. Department Chairperson
3. Division Dean
4. Learning Systems Administrator
5. Administrator
6. Provost/President
7. Other

Reassigned time may be granted for (but is not limited to) the following projects:

1. Preparation, leadership or significant participation in an accreditation or certification process.
2. Development of approved and budgeted new courses. The amount of reassigned time granted to develop new courses shall not exceed the contact hours of the course.
3. Development of new programs of study.
4. Changing the modality/delivery format of a course, such as the conversion of a traditional course to a distance-learning format or vice versa. The amount of reassigned time granted to convert the course shall be determined by the individual course and the technology used to design it.
5. Substantive redesign or revision of a distance learning course as a result of significant changes to the content of the course, changes in delivery systems or changes in other learning technologies.
6. Development and implementation of international experience (study abroad)
7. Other projects

New Faculty – New full-time faculty will be released from one class to participate in College-sponsored professional development activities for the first academic year (not to exceed 5 contact hours). New full-time faculty may need the opportunity to become acclimated to Columbus State and new course preparations.

Section 4.08 – Banking Hours

Faculty will have the option of deferring compensation during Autumn and Winter Quarters for overload assignments for future quarters with pay during Winter and Spring Quarters.

Due to the number of contact hours for courses offered in certain departments a faculty member may fall one or two contact hours short of a full teaching workload. In such case, a faculty member may choose to “reverse bank” those hours that they are short to be taught (made up) in either Winter or Spring Quarters. Faculty may not “reverse bank” more than two contact hours. During the quarter that the faculty member is teaching a reduced workload and “reverse banking”, they will be paid the full workload amount. No banking activity will occur during Summer quarter.

ARTICLE 5 – ACADEMIC CALENDAR YEAR

Section 5.01 – Academic Year

Each bargaining unit member will be assigned duties by the College for 170 days for the 3 quarter academic calendar: Autumn (60 days); Winter (55 days); and Spring (55 days). Faculty members teaching in corporate, union or grant funded degree programs that require additional days will be assigned beyond 170 days. The two days prior to the start of the Autumn quarter are faculty work days. Faculty will use these days to prepare for the coming quarter and year. Faculty are to perform duties on these days as they have prior to the effective date of this Agreement.

Section 5.02 – Holidays

All holidays within the 3 quarter academic calendar are paid: Columbus Day, Veteran's Day, Thanksgiving (2 days), Martin Luther King Day, Presidents' Day and Memorial Day.

ARTICLE 6 – DELAWARE CAMPUS

Section 6.01 – Assignment of Faculty

- A.** Whenever possible, assignment of faculty to the Delaware campus shall be voluntary. Each department shall develop a process to determine the assignment of individual current full-time faculty to the Delaware campus. General considerations for this assignment shall include program or curricular needs, seniority, the ability to teach in multiple modalities, and the need of the department/division/college to balance the number of new faculty with more experienced faculty. Such agreed-upon processes shall not alter or conflict with other provisions of this Agreement.
- B.** In cases in which no faculty member volunteers to be assigned to the Delaware campus, the College may make an involuntary assignment. Prior to such assignment, the department chairperson and/or other College representatives shall meet with representatives from the CSEA to discuss the rationale for these assignments. Such assignments must be consistent with the considerations listed in Section A of this article. No CSEA officer shall be involuntarily assigned to the Delaware campus. An Association Representative may be involuntarily assigned to the Delaware campus only if s/he is the only one qualified to teach a particular course.
- C.** Any time after the completion of at least 3 quarters of teaching at the Delaware campus, a faculty member may request to return to the Columbus campus for the following academic year. Such requests shall not be unreasonably denied.

Within the first three years of a faculty member teaching at the Delaware campus, the chairperson may request that the faculty member return to the Columbus campus for the following academic year. The chairperson will provide the faculty member with the rationale for such request. If the faculty member does not wish to return to the main campus, then s/he may appeal to the dean

who has the final decision. After three years at the Delaware campus, it becomes the faculty member's designated campus.

- D. Faculty shall be reimbursed for the mileage incurred traveling from their designated campus location to a business-related destination. In accordance with current College travel reimbursement policy, faculty shall not be compensated for the mileage between their designated campus location and their homes or for mileage accrued as part of an adjunct/overload assignment. An exception to this rule is when a faculty member is involuntarily assigned to the Delaware campus as part of their regular load, or involuntarily recalled to the Columbus campus after a period of three years, and such assignment or recall results in travel that would exceed their normal travel to their previously designated campus. In such instances, the faculty member shall be reimbursed for the excess mileage. All business mileage claims are subject to pre-approval by the supervisor.

Section 6.02 – In-Term Bargaining

The parties agree that as the Delaware campus evolves, additional issues may arise that affect the terms and conditions of employment for full-time faculty. Within 30 days of becoming aware of any such issues, the parties will engage in in-term bargaining as per Article 44 to address such matters.

ARTICLE 7 – ASSOCIATION BUSINESS

Section 7.01 – College Facilities

The Association shall be permitted reasonable use of College facilities to conduct Association business in a similar manner that such facility use is and has been allowed by other groups.

Section 7.02 – Communications

The Association shall be permitted access to College bulletin boards, faculty mail boxes, and communication systems in the course of performing its representation responsibilities in communication with members of the bargaining unit.

Section 7.03 – Printing

The Association shall be permitted the reasonable use of College printing/reproduction services in activities and communications related to its role as exclusive bargaining representative. The College may charge the Association for use of consumable supplies; however, such charge shall not exceed the actual per unit cost to the College.

Section 7.04 – Appointment

The Association President may become a member of or appoint an Association representative to the two Governance Councils and all College-level committees except the Promotion and Tenure Committee and the Promotion and Tenure Appeals Committee.

Section 7.05 – Representation

A. Appointment of Association Representatives

The President of the Association shall appoint Association Representatives who are responsible for designated programs or departments. The Association President will provide this information in writing to the Vice President of Human Resources. The President of the Association may update this list from time to time. Association Representatives may begin their responsibilities upon this written notification.

The parties shall continue the practice of attempting to schedule meetings to administer the agreement at mutually agreed upon times.

From time to time, with notification from the Association President to the Vice President of Human Resources, Association Representatives may function in other than their designated areas. Such notification will occur as soon as possible but no later than 3 days prior to any scheduled meeting.

B. Weingarten Rights

A faculty member has the right to representation during any investigatory interview (meeting) that the faculty member reasonably believes will lead to discipline. This right is commonly called the “Weingarten Rule” or “Weingarten Rights”.

An investigatory interview (meeting) is when management is searching for facts relevant to determining a faculty member’s guilt or deciding whether to impose discipline. When a faculty member reasonably believes that the purpose of the investigatory interview (meeting) is for this purpose or could result in disciplinary action, then the faculty member may exercise his or her Weingarten rights. Whether or not a faculty member’s belief is “reasonable” depends on the circumstances of each case. The Weingarten Rule includes the right to a pre-interview consultation with an Association Representative.

The Association Representative cannot exercise Weingarten Rights on the faculty member’s behalf. Management is not required to inform the faculty member of the Weingarten rights. However, if a faculty member chooses to exercise his or her Weingarten rights, the Association Representative has the right to participate and advocate on behalf of the faculty member.

Section 7.06 – Reassigned Time

The President and Vice-President of the Association shall be afforded four (4) hours of reassigned time per quarter to attend to contract administration duties.

ARTICLE 8 – ACADEMIC FREEDOM

Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Faculty are citizens, members of a learned profession, and officers of the College. When they speak or write as citizens, they should be free from College censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and the College 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 speaking for the College.

ARTICLE 9 – INTELLECTUAL PROPERTY

Section 9.01 – Purpose

The purpose of this Article is:

- A.** To clarify the rights of the faculty and the College with respect to the creation of original works of authorship entitled to copyright protection. No faculty member shall be required, as a condition of continued employment, to create or publish original works entitled to copyright protection and/or royalties.
- B.** To protect the rights of the faculty member and the College in such original works and to protect the faculty member and the College against claims of infringement.
- C.** To define ownership of original works (College owned, faculty owned, and shared).
- D.** Original works of authorship include but are not limited to:
 - 1.** books or other works of fiction or non-fiction, articles, editorials, reviews, textbooks; work books, laboratory manuals, lectures and lecture materials, and computer programs;
 - 2.** musical works, including any accompanying words;
 - 3.** poetry and other dramatic works, including any accompanying music;
 - 4.** pantomimes and choreographic works;
 - 5.** motion pictures and other audiovisual works, such as films, video-tapes, videodiscs, netcasts, blogs, WIKI, or multimedia presentations including lecture notes and lecture materials;
 - 6.** works of art including paintings and other pictorial, graphic, and sculptural works;

7. sound recordings, such as audio tapes, audio cassettes, phono records, or compact discs;
8. presentations;
9. architectural works;
10. the development of courses including, but not limited to distance learning, hybrid, blended, video, self-paced, and traditional modes of delivery; and
11. works produced using other emerging technologies.

Section 9.02 – Definitions

- A. Work-for-Hire** – Work-for-Hire is defined as work that is done for pay as part of the faculty member’s job description, reassigned time, overload pay, or as part of the Mission and Learning Support activities.
- B. College Resources** – College resources are defined as, but not limited to, hardware, software, equipment purchased by the College, any computer assigned to the faculty member which the College owns, and any College-owned printer or copier. The use of College licensed software, installed with the College’s permission on the faculty-author’s personal computer shall not constitute use of College resources. Incidental use of College resources shall not constitute use of College resources.

Section 9.03 – Copyright Ownership

- A.** The College shall be considered the author and copyright owner and entitled to 100 percent of the royalties when works are prepared by faculty as Works-for-Hire; as specific assignments or by special contract; or as work performed by a College-appointed committee, task force, or other group. (“Work-for-Hire” is defined in Section 9.02 A of this Article.)
- B.** The faculty-author shall be considered the owner and entitled to copyright the work, receive 100 percent of the royalties, and/or sell the work when the work is created on his/her own time and does not involve use of College resources.

Any materials created by a faculty member for a course, not specifically commissioned by the College as Work-for-Hire, including all exams, supplementary materials and lecture notes, shall belong to the faculty member. This specifically excludes course outlines and syllabi.

With the student’s permission, any materials collected by a faculty member from students in his/her course pursuant to course assignments may be used as examples in other classes or original works subject to copyright and/or royalties. When such materials must be retained by the College for accreditation or other purposes, the faculty member shall be entitled to copies of these materials.

- C.** When College resources are used and the notification and approval process has been completed, the College and the faculty-author shall share ownership of the copyright and royalties, whether or not the work is created during regular hours of employment. Royalties shall be divided equally between the faculty-author and the College.

Once shared copyright ownership of an original work is established, either party may initiate subsequent revisions of the work. However, the faculty author retains the right of first refusal on such revisions, provided the faculty-author is still employed by the College and is able to complete the work in a reasonable or externally established time frame.

- D. The faculty member shall retain copyright or patent ownership of any work created pursuant to participation in an educational program for which the College pays the fees.

Section 9.04 – Notification Requirements

- A. Faculty-authors not using College resources shall notify the President when they are contemplating or involved in production of an original work entitled to copyright protection and involving compensation or royalties.
- B. Prior to commencement of work on any endeavor that involves use of College resources and may lead to the creation of a product entitled to copyright protection with compensation or royalties, the faculty-author shall initiate the approval process by notifying the department chairperson, division dean and the Provost.
- C. After such notification, the faculty-author shall notify the President of the College in writing. This notice shall contain:
 - 1. A specific description of the scope of the work.
 - 2. Identification of College resources to be used.
 - 3. A completed “Request for Reassigned Time” form, if appropriate.
 - 4. Evidence of notification to the faculty-author’s chairperson, division dean, and the Provost.
 - 5. When College resources are to be used, request for approval to proceed.

The notification and approval process shall not take longer than 30 calendar days from the date the notification is submitted to the President.

- D. The faculty-author may use the approved resources of the College and proceed with the project upon receiving consent from the President.
- E. A copy of original works using College resources or referencing the College shall be delivered to the President’s Office and registered with the College’s Copyright Office prior to submission.
- F. Scholarly works such as journal articles, poems, short stories and commentaries that do not involve compensation or royalties are exempt from this notification process.

Section 9.05 – Use of Original Works

- A. A faculty-author’s original work relating to his/her own discipline, or any other discipline taught at the College, shall be evaluated equally with any other work under consideration for adoption by a department.

- B. Any decision to adopt a faculty-author's original work shall not include the faculty-author.

ARTICLE 10 – SENIORITY

Seniority is defined as the length of continuous service with the Columbus State Community College as a member in a bargaining unit position.

Continuous service shall mean performing three (3) or more quarters in an academic year not interrupted by resignation or non-bargaining unit employment.

Seniority shall not accumulate during an unpaid leave of absence, lay-off, or other services or employment outside the bargaining unit for a period of thirty (30) or more days.

Issues regarding the application of equal seniority shall be determined by the College, after discussion with the Association.

ARTICLE 11 – GRADE GRIEVANCES

The parties agree that the recently revised College Policy 5-09 that merges previous Policies 5-09 and 7-03 effective September 24, 2008, regarding Grading and Academic Requirements will be changed only by agreement of the parties.

ARTICLE 12 – ELECTRONIC PRIVACY

The parties agree that any issues they wish to discuss regarding Electronic Privacy will be considered by the Association/Management Committee.

If, under the College Information Technology Policy standards, the College determines that it is necessary to monitor an individual faculty member's use of College computer resources, the College will notify the Association at the same time the faculty user is notified per Policy 15-01 and Procedure 15-01(m) dated December 1, 2007 and Procedures 15-01(c) and 15-01(k) dated March 29, 2004.

ARTICLE 13 – ASSOCIATION/MANAGEMENT COMMITTEE

The Committee shall have equal representation and may be comprised of up to five members from each side unless agreed otherwise.

The parties agree to meet at least once each quarter to address issues related to administration of this agreement and matters of concern to either party in order to maintain a harmonious relationship and to pursue opportunities for partnership. The parties shall jointly develop an agenda for the meeting no less than 72 hours prior to the meeting.

Additional meetings shall be scheduled upon the request of either party. The meeting will be held within ten (10) days from the day of the request unless an extended date is agreed to by both parties. The parties shall jointly develop an agenda for the meeting no less than 72 hours prior to the meeting.

This Committee shall not be used as a substitute for the Grievance Procedure.

ARTICLE 14 – MANAGEMENT RIGHTS

Except to the extent expressly abridged only by specific articles and sections of this Agreement, the College reserves, retains, and possesses solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

1. determine matters of inherent managerial policy that 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 faculty;
3. maintain and improve the efficiency and effectiveness of all operations;
4. determine the overall methods, processes, means, or personnel by which College operations are to be conducted;
5. suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain faculty members;
6. determine the adequacy of the work force;
7. determine the overall mission of the College;
8. effectively manage the work force and
9. take actions to carry out the mission of the College.

ARTICLE 15 – CODING FOR SEPARATION OF EMPLOYMENT

A faculty member who has retired or has separated from the College and is seeking re-employment with the College shall be subject to the same hiring procedure as any other new employee.

Section 15.01 – Retirement, Post-Retirement Employment

Faculty, before retiring from the College, shall be notified of their eligibility status for re-employment with the College either in person or via certified mail at the last address of record with the College.

Section 15.02 – All Other Separations

Faculty separating from the College for reasons other than retirement shall be notified of their eligibility status for re-employment with the College either in person or via certified mail at the last address of record with the College.

ARTICLE 16 – PERSONNEL FILES

Section 16.01 – Access

Each faculty member shall have the right to inspect the contents of his/her personnel file upon request. Faculty shall make an appointment during normal business hours, Monday through Friday, excluding holidays. Access to review and copy the faculty member's personnel file shall also be granted to the designated representative upon written authorization by the faculty member. Any person inspecting a faculty member's file shall sign indicating he/she has reviewed the file.

Personnel files shall not be made available to anyone other than the College without the faculty member's express written authorization unless pursuant to court order, subpoena or proper request made pursuant to the Ohio Public Records Act. All faculty personnel files shall be reviewed in the presence of a designated representative of the Human Resources Department.

Section 16.02 – Official File

There shall be only one official personnel file for each faculty member. The official file shall be maintained by the Human Resources Department. A copy of all documents relating to conduct, discipline or job performance shall be given to the faculty member at the time of their placement in the official file.

Section 16.03 – Review of Documents

A faculty member who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his/her personnel file may submit a memorandum to the Human Resources Department requesting that the documents in question be reviewed. The Department will review the matter and respond within fourteen days and immediately correct the file if necessary. If the faculty member disagrees with the Department's determination, the faculty member may submit a written statement noting his/her objections to the material in question to be placed in the file within thirty days of notification of the document. Documents may only be reviewed or destroyed in accordance with the provisions of this Agreement or College Policy and Procedure.

ARTICLE 17 – INTERRUPTION OF CAMPUS OPERATIONS

The President of the College has the sole authority and responsibility to interrupt all or a specific part of the operations of the College.

If the operations are interrupted, the Board of Trustees will decide if the days will be rescheduled. If the days are rescheduled, faculty will work those rescheduled days.

ARTICLE 18 – REDUCTION IN FORCE

Section 18.01 – General

Reduction in full-time faculty “layoff” is defined as suspension of contract of faculty resulting from the reduction in the number of bargaining unit members within a designated academic unit, including a division, department or program within an academic unit or department, under the procedures and conditions as hereinafter set forth. A member of the bargaining unit laid off as a result of a reduction in force shall retain certain rights under this Agreement, as hereinafter defined. Such rights shall distinguish such laid off person(s) from members of the bargaining unit who are terminated for any other reason.

If a reduction in full-time faculty is deemed by the College to be necessary, it shall be based upon documented evidence.

No course that has been traditionally taught by faculty and that is interchangeable with a course contained in the current Columbus State Community College Catalog (or equivalently titled publication) or approved since its last printing may be offered on campus by another institution during a period of RIF.

Section 18.02 – Non-replacement of Vacated Full-time Faculty Position

When a full-time faculty position is vacated for any reason and the College anticipates not filling the position with full-time faculty, then written notification of this possibility shall be forwarded by the appropriate Division Dean to the Association and the chairperson of the affected department, who will then notify the department faculty. Such notification shall occur within 30 days of the decision not to replace, and no more than 180 days after the date of the faculty member’s separation of employment. The position may be reallocated to another division, department or program as long as the total number of full-time faculty positions in the College is not less than the number of positions authorized by the Board on the effective date of this agreement.

Section 18.03 – Documentation

The College recognizes that the information including relevant evidence that the College believes may necessitate a reduction in full-time faculty, shall be made available to the Association, affected departments, and faculty for their input prior to final decision. Once the determination that a reduction in full-time faculty is necessary has been made by the College, written notification of this determination (which shall include a written description and rationale for the proposed reductions) shall be forwarded by the College administration to the Division Dean or immediate supervisor of the affected units or programs and to the Association.

Section 18.04 – Order of Layoff

Once it has determined the rationale for faculty workforce reduction, the College shall decide which department(s) within a Division and the number of positions that shall be affected by the reduction. The following process shall apply when a reduction in faculty workforce is necessary:

- A.** Identify the division and department(s).
- B.** Identify the number of faculty affected in each of those departments.
- C.** Prior to initiating a reduction in force of full-time faculty members, the College shall layoff all individuals within the affected positions in the following order:
 - 1.** First – adjunct faculty
 - 2.** Second – temporary full-time faculty
 - 3.** Third – non-bargaining unit teaching/teaching assistant personnel within the affected program/department
- D.** If, after all the above-listed steps have been exhausted, a lay off of bargaining unit members becomes necessary, it shall transpire in the following order and in reverse order of College seniority:
 - 1.** Faculty who are not yet eligible for tenure.
 - 2.** Faculty who are now eligible for tenure but have not yet received it.
 - 3.** Full-time tenured faculty. 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.

Section 18.05 – Appeal

Appeal of the designation of the specific faculty members to be laid off under a reduction in staff, or any other alleged violation, misinterpretation, and/or misapplication of any provisions of this Article may be made through the grievance procedure.

Section 18.06 – Recall

The following process will apply to the recall of full-time faculty in the bargaining unit.

- A.** Recall shall be in inverse order of layoff.
- B.** Laid-off faculty members shall be recalled to fill any full-time faculty positions within the College that s/he is qualified to teach in order of College seniority, with the most senior laid off full-time faculty member being recalled first, provided that such position openings occur within 2 years of the date the full-time faculty member was laid off. Recalled faculty members return with tenure, rank, and years in rank as of the date of layoff intact.
- C.** The College shall provide notice of recall by certified mail to the faculty member at the last address of record maintained by the Human Resources Department.

- D. Failure of the faculty member to notify the College of an intent to return to work in response to the offer of recall within 21 calendar days from the date of sending the notice of recall shall be considered a voluntary termination of employment.
- E. Once all full-time faculty members have been recalled, non-full-time faculty members shall be recalled in like manner.
- F. A home department is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home department must be acceptable to the transferred faculty member.
- G. No adjunct faculty, temporary faculty nor other individuals shall be rehired nor teach courses offered by the College until all laid-off members of the bargaining unit who are qualified to teach those courses have been rehired by the College.
- H. Non-bargaining unit employees shall not fill a layoff vacancy while a RIF situation is in effect.
- I. No subcontracting or out-sourcing of bargaining unit work shall occur during a RIF situation.

Section 18.07 – Hiring Preference

A laid-off full-time faculty member, qualified to fill a vacant non-faculty position within the College, shall receive preference in hiring over external candidates and other College employees not currently on lay-off status.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 19.01 – Purpose

The parties recognize that in the interest of harmonious relations, a procedure is necessary whereby the parties are assured of prompt processing of grievances. The grievance procedure shall be the sole and exclusive method of resolving grievances except where otherwise provided by this Agreement. The parties agree to share reasonable and relevant documents, reports, and witness names to facilitate the resolution of grievances at the initial stage of the grievance procedure. Where the parties mutually agree, telephone and/or teleconferencing are acceptable options for the purpose of conducting grievance meetings.

Section 19.02 – Definitions

- A. **Grievance**- an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement or College Policy and Procedure to the detriment of the Grievant(s).
- B. **Grievant** – An individual member of the bargaining unit, a group of bargaining unit members, or the Association.

The parties shall design a mutually acceptable grievance numbering and tracking system and grievance form. The assignment of a number is merely for tracking purposes and shall not be construed as a recognition that it is a valid grievance. A

grievance under this procedure may be brought by any faculty member(s) setting forth the name of the Grievant(s). At each step of the grievance procedure, except Step One, the Association must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution. If the Association believes that the grievance raises a policy issue of general importance which cannot be resolved by a department chairperson, the grievance may be moved to Step Two by agreement of the College and the Association.

When a decision has been accepted by the parties at any step of this grievance procedure, the grievance shall be terminated. Should the Association fail to meet the time limits specified herein, that grievance shall be terminated and considered resolved in favor of the College. Should the College fail to meet the time limits specified herein, the Association may file a grievance at the next step of the grievance procedure.

Section 19.03 – Grievance Procedure Exclusions

The following procedure applies to the processing of all grievances except:

- A.** Promotion and tenure, unless:
 - 1. the President overrides a recommendation for promotion by both the academic division committee and the College faculty committee or
 - 2. the President overrides a recommendation for tenure by the College faculty committee.
- B.** All forms of illegal discrimination claims
- C.** Non-renewal of a non-tenured faculty contract
- D.** The substantive judgment/content of performance appraisals
- E.** Reprimands

Section 19.04 – Step One – Informal-Chairperson

A faculty member, or a group of members (where applicable), having a grievance shall first attempt to resolve it informally with his/her Chairperson within ten days of the date on which the faculty member knows or reasonably should have had knowledge of the event giving rise to the grievance, but in no case later than thirty days after the event. At this step, the faculty member(s) may be represented by an Association representative if the faculty member so desires. Every effort shall be made to resolve the grievance at the informal stage. Within seven days after the faculty member(s) has met with the Chairperson, the Chairperson shall respond to the Attendees and the Association in writing. No resolution shall be formalized unless approved by the Association and the Vice President of Human Resources or his/her designee.

Section 19.05 – Step Two – Vice President of Human Resources/or Designee and Provost/or Designee

Should the Association not be satisfied with the written answer received at Step One, or if the parties have agreed in accordance with Section 19.02 to move a grievance to Step 2 within ten days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Vice President of Human

Resources/designee. The grievance shall be submitted by serving written notice (including a copy of the grievance and previous answer if applicable) presented to the Vice President of Human Resources/designee. Upon receipt of the grievance, the Vice President of Human Resources/designee and the Provost/designee shall hold a meeting within fifteen days after receipt of the grievance with the Grievant and the Association representative and render a written decision to the Association within ten days after the meeting. The Association shall receive notification at least five days prior to the meeting. The parties will engage in a full discussion of all issues involved in the grievance in a good faith attempt to resolve these issues and shall identify relevant witnesses, documents and any other evidence they believe relevant to these issues.

Section 19.06 – Step Three – Optional Mediation

The parties may, upon mutual agreement, take the grievance to Mediation prior to the Arbitration step. If the parties agree to take a grievance to Mediation, the time lines to file a grievance at Arbitration (Step 4) shall be extended until the outcome of the mediation.

Within thirty days after this Agreement becomes effective the College and the Association shall select a continuing panel of five mediators. In selecting mediators, the parties shall give primary consideration to mediator competency, experience, cost, and availability. The panel shall be assigned in rotation order designated by the parties. However, if the rotational order imposes a delay of 60 days or more in the hearing of the matter, the parties may select another mediator on the panel. Each mediator shall be assigned to serve for the duration of this Agreement but either party may notify the other of its intent to terminate a mediator prior to the expiration of this Agreement. Within five days of receipt of such notification, the parties shall notify the mediator by joint letter that his/her services are terminated. Any successor mediator(s) shall be mutually selected by the parties.

Section 19.07 – Scheduling of Mediation

Mediation cases shall be scheduled in chronological order from the date of filing unless otherwise agreed to by both parties.

Section 19.08 – Expenses

All fees and expenses of the mediator and meeting shall be borne equally by the parties except as provided in this Section. When applicable, the mediator shall submit an account for the fees and expenses for mediation to each party. All other costs incurred by each party will be paid by the party incurring the costs.

The parties acknowledge that communications made in the course of and relating to the subject matter of a mediation are confidential under Ohio law (RC 2317.023).

Section 19.09 – Step Four – Request for Arbitration

The Association may appeal the grievance to Step Four arbitration by filing a written appeal and copy of the grievance form to the Vice President of Human Resources/Designee within fifteen days of the Step Two answer or Mediation outcome, whichever is later.

Section 19.10 – Arbitration Panel

Within thirty days after this Agreement becomes effective, the College and the Association shall select a continuing panel of four arbitrators. The panel shall be assigned in rotation order designated by the parties. However, if the rotational order imposes a delay of 60 days or more in the hearing of the matter, the parties may select another arbitrator on the panel. Each arbitrator shall be assigned to serve for the duration of this Agreement but either party may notify the other of its intent to terminate an arbitrator prior to the expiration of this Agreement. Within five days of receipt of such notification, the parties shall notify the arbitrator by joint letter that his/her services are terminated. The arbitrator shall conclude his/her services by processing/completing any grievances previously heard within forty-five days of such notification. Any successor arbitrator(s) shall be mutually selected by the parties.

Section 19.11 – Scheduling of Arbitration

Arbitration cases shall be scheduled in chronological order from the date of filing unless otherwise agreed to by both parties. A grievance that was mediated shall not be arbitrated by the same neutral.

Section 19.12 – Expenses

All fees and expenses of the arbitrator and meeting shall be borne equally by the parties except as provided in this Section. The arbitrator shall submit an account for the fees and expenses for arbitration to each party. If one party requests a transcript of the proceedings, the total cost for such transcript shall be paid by the party requesting the transcript. If the other party requests a copy, then the total cost for such transcription shall be equally shared by both parties. All other costs incurred by each party will be paid by the party incurring the costs (to include witnesses).

Section 19.13 – Arbitration Limitations

Only disputes involving the interpretation, application or alleged violation of specific provisions of topics listed in Section A of Definitions of this Article shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

Section 19.14 – Witnesses and Subpoenas

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s), the arbitrator shall contact the other party and hear and consider any objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall immediately inform the parties. The arbitrator shall not knowingly subpoena persons to offer repetitive testimony, nor shall he/she subpoena persons who do not have direct knowledge of the incident giving rise to the grievance or whose testimony is not relevant to the grievance.

When the arbitrator determines that so many employees from the same work area have been subpoenaed that the number of subpoenaed employees would impede the ability of the College to carry out its mission or inhibit the College's ability to conduct an

efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns. Five days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of “intent”, that party will notify the other party ten days prior to the hearing.

Where the intent of the Agreement is determined to be relevant, only the Chief Spokesperson may be called as a witness by a party.

The Association shall assume all costs for witness pay, transportation, meals and lodging for the Grievant’s witnesses called by the Association.

Section 19.15 – Exchange of Issues and Documents

At least one week prior to the start of an arbitration hearing, the representatives of the College and the Association shall attempt to reduce to writing the issue(s) to be placed before the arbitrator and any stipulations as may be agreed upon. At the meeting, they shall exchange individual versions of the issue(s), all documents to be used and witness summaries in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator’s decision shall address itself solely to the issue(s) presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue(s).

Section 19.16 – Arbitration Decisions

The arbitrator shall render a decision as quickly as possible, but in any event, no later than thirty days after the close of the record unless the parties agree otherwise.

The arbitrator’s decision shall be submitted in writing and shall set forth the findings and conclusions with respect to issues submitted to arbitration. The arbitrator’s decision shall be final and binding upon the College, the Association and the employee(s) involved, except as provided in Chapter 2711 of the Ohio Revised Code.

Section 19.17 – Rules for Arbitration

The parties shall not ordinarily use pre or post hearing briefs, but either party may choose to do so.

Arbitration hearings shall normally be at a site jointly selected by the parties but usually at the College or at the Union offices.

Section 19.18 – Time Extensions and Step Waivers

The parties may agree to time extensions and the waiving of any step of the procedure. All extensions or waivers must be reduced to writing and signed by both parties.

Section 19.19 – Disciplinary Grievance Procedures

Faculty who wish to grieve a suspension or discharge shall file such grievance at Step Two of the grievance procedure within ten days after notification of the suspension or discharge.

Section 19.20 – Reduction in Force Grievance (RIF)

Grievances which arise due to a reduction in force shall be filed at Step Two of the Grievance Procedure within ten days of the notification of such RIF.

ARTICLE 20 – CORRECTIVE ACTION

The College is dedicated to the policy of constructive corrective action. In general, corrective action should be imposed with the intent of giving the faculty member the opportunity to correct his/her behavior. If the behavior is not corrected, formal corrective action should be applied and become increasingly more severe up to and including removal. Certain major offenses warrant severe discipline which could include removal on the first offense.

Imposing corrective action on faculty who violate work rules, policies, and/or established procedures of the College is necessary if order, safety, and efficiency are to prevail in the work place.

Section 20.01 – Informal Process

It is the goal of the College to identify inappropriate performance/conduct by faculty members as soon as practicable and utilize informal corrective counseling and early resolution where appropriate. While the chairperson and the faculty member are encouraged to resolve issues by themselves, they may seek advice and assistance from the Human Resources Department (also identified as: HR) and the Association. All resolutions derived through this informal process shall be subject to the approval of HR and the Association. Resolutions derived through this informal process may be recorded in the member's personnel files if agreed to by the parties.

Section 20.02 – Progressive Corrective Action

The objective of imposing corrective action is to correct undesirable behavior that adversely affects the work area, other employees, and/or the mission of the College. Corrective actions shall be for just cause and shall be administered fairly and consistently throughout the College within the guidelines set herein. The suggested corrective action outlined shall also be commensurate with the offense taking into account the severity of the violations(s), mitigating circumstances, and previous corrective action history.

Progressive corrective action may include:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Salary reduction
- E. Demotion
- F. Removal

All formal meetings and communications related to this Corrective Action provision shall occur in private and shall be conducted in a businesslike manner.

In general, it is the philosophy of the College to encourage the use of the Employee Assistance Program where appropriate and at the earliest possible time. Employee Assistance is not considered corrective action.

While recognizing that every expectation for appropriate conduct cannot be put in writing, the parties agree that it is helpful to provide illustrations of serious misconduct which could lead to suspension or removal. The following are illustrations of such misconduct:

1. Serious violations of important College policies such as harassment, sexual harassment, sexual misconduct, academic misconduct and conflict of interest.
2. Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
3. Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
4. Unlawful possession or distribution of illicit drugs or controlled substances on campus.
5. Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
6. Intentional falsification of College records.
7. Serious misuse or misappropriation of College equipment, materials, funds or other resources.
8. Job abandonment (i.e., no call-no show for 3 consecutive, scheduled workdays).
9. Conviction of a felony that negatively impacts either the College or the ability of the faculty member to perform his/her responsibilities.

The above behaviors may range from minor to very serious in nature. Therefore, each incident will be evaluated on an individual basis.

Section 20.03 – Definitions

- A. DEMOTION** - the reduction in pay, position, and duties due to formal corrective action.
- B. LAST CHANCE NOTICE** - a formal warning/notice that may accompany a formal corrective action. The last chance is intended to put faculty on notice that any subsequent violation(s) of policy, procedure, or rules of the College will likely result in removal of the faculty member from his/her position. The last chance is not a mandatory or additional step in the formal corrective action process but merely an acknowledgement that removal is likely pending further violations.
- C. ORAL REPRIMAND**– an oral admonishment with a memorandum to the faculty member with a copy to the personnel file. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.

- D. REMOVAL** - the involuntary termination of employment with the College based on formal corrective action.
- E. SALARY REDUCTION** - the reduction in pay of up to 5% for an established period of time.
- F. SUSPENSION** - the loss of scheduled workday(s) without pay.
- G. WRITTEN REPRIMAND** - a memorandum to the faculty member with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- H. PRIMA FACIA EVIDENCE** - Prima facia evidence is evidence that, until other evidence overcomes its effect, will suffice as proof of fact in issue.

Section 20.04 – Investigation Phase

If circumstances warrant, the accused faculty member may be placed on suspension of duties for up to ten workdays without pay with approval of the Vice President of Human Resources where it is necessary to carry out an effective investigation. Suspension without pay for up to ten days by the VPHR may occur and be implemented by the VPHR only in instances where a prima facia case exists against a faculty member. In no instance shall a faculty member be placed on unpaid leave in excess of ten scheduled workdays during the Investigation Phase unless the additional time is caused by an outside investigatory agency. If the President decides that formal corrective action is warranted, then the suspension during the Investigation Phase will be credited when serving a formal disciplinary suspension and the affected individual shall be made whole for the difference between the assessed formal corrective suspension and the number of days he/she had been suspended without pay. If the President gives no corrective action, then the time served without pay during the investigation will be given back to the accused faculty member and that individual shall be made whole. If the faculty member is removed from his/her position for just cause, there shall be no compensation for the time off during the investigation.

Section 20.05 – Pre-Corrective (Loudermill)

If the proposed formal corrective action involves suspension, demotion, salary reduction or removal, the faculty member is accorded a meeting (Loudermill) prior to the decision to discipline/remove. The purpose of the meeting is to allow the accused faculty member, either personally or through the Association's designated representative(s), the ability to tell his/her side of the story as to why he/she should not be disciplined/removed. The faculty member and the Association will be given at least 5 days written notice before the meeting by registered and regular U.S. Mail at the last known address on file in the Human Resource Department. In attendance at the meeting will be the recommending supervisor if necessary, the faculty member, a representative from Human Resources, and representation as designated by the Association.

Accompanying the above-referenced written notice, the faculty member and the Association will be given the actual charges, a copy of the evidence and a list of

witnesses that the College will use to support the allegations. Any additional such information that becomes available will be immediately forwarded personally to the faculty member's Association representative. There shall be no witnesses or testimony at the Loudermill meeting. The faculty member may individually, or through his/her representation as designated by the Association, ask questions to clarify the issues and charges. However, there will be no cross-examination of the faculty member or the supervisor. The Human Resources Representative may ask questions of all parties involved.

At the conclusion of the meeting, the Human Resources Representative shall write a summary of the meeting and determine if there was a violation of the work rules, policies or procedures. That report shall be sent to the Vice President of Human Resources within 5 days of the conclusion of the meeting. The supervisor, Provost/designee, and the Vice President of Human Resources/designee shall meet to discuss the proposed corrective action. Within five days, the faculty member will be notified of the corrective action in writing in a meeting with the supervisor, the Vice President of Human Resources/designee and the Association.

Section 20.06 – Personnel File

All formal corrective actions will be placed in the faculty member's personnel file for a minimum of 1 year for oral and written reprimands and 2 years for all other forms of discipline provided there are no subsequent infractions. All formal corrective action shall be removed from faculty member's personnel files at the faculty member's request and at the conclusion of the time periods as listed above herein and said faculty member's records shall be considered to have been cleared and purged. The Vice President of Human Resources/designee in consultation with the supervisor, must remove the corrective action. The Personnel Action form shall remain in the file for historical purposes. The actual letter documenting the corrective action will be removed and filed outside.

Section 20.07 – Outside Representative(s)

The parties recognize that the College and the Association shall respectively select and determine their designated and participating representatives during all meetings and proceedings of this procedure. No matter who the parties select to represent them, the advocates are bound by the process and procedure negotiated herein.

Section 20.08 – Proactive Approach

The CSEA President and/or designee and the VPHR and/or designee will consult informally regarding matters which come to their attention and, if permitted to develop unabated, could lead to corrective action being taken, including timing, notice, actions to be taken when faculty are not scheduled to be on campus, or other matters related to corrective action. The parties may agree to adjust the meeting dates pending the schedules of their respective designated representatives.

ARTICLE 23 – FACULTY SALARY

Section 23.01 – Salary Increases (July 1, 2008)

- A. Effective July 1, 2008 the current salary of each faculty member shall be increased by 3.75%.
- B. Effective July 1, 2008, the salary ranges for each rank shall be adjusted to be as follows:
 - 1. Instructor: \$39,486 – \$53,701
 - 2. Assistant: \$47,230 – \$64,233
 - 3. Associate: \$55,399 – no cap
 - 4. Professor: \$64,889 – no cap

Section 23.02 – Salary Increases (July 1, 2009)

- A. Effective July 1, 2009 the current salary of each faculty member shall be increased 3.75%.
- B. Effective July 1, 2009, the salary ranges for each rank shall be adjusted to be as follows:
 - 1. Instructor: \$39,486 – \$53,701
 - 2. Assistant: \$47,230 – \$64,233
 - 3. Associate: \$55,953 – no cap
 - 4. Professor: \$65,538 – no cap

Section 23.03 – Salary Increases (July 1, 2010)

- A. Effective July 1, 2010 the current salary of each faculty member shall be increased 3.60%.
- B. Effective July 1, 2010, the salary ranges for each rank shall be adjusted to be as follows:
 - 1. Instructor: \$39,486 – \$53,701
 - 2. Assistant: \$47,230 – \$64,233
 - 3. Associate: \$56,233 – \$81,822
 - 4. Professor: \$65,866 – no cap

Section 23.04 – Promotion Raises

Upon promotion in rank, faculty will have their salary increased to the base salary of the new rank, or receive a salary increase of 5%, whichever is greater. If that faculty member follows the traditional timelines and receives promotion to the rank of Associate or Professor within four or five years, then the faculty member will receive an additional bonus of \$2,000.

Section 23.05 – Distinguished Full Professor

Each academic year, full-time faculty holding the rank of Professor may be selected as a Distinguished Professor. Recipients will be selected during Spring Quarter of each year by a committee consisting of three Professors from the Career & Technical Division, three Professors from the Arts & Sciences Division, along with the Academic

Deans of each division. To ensure a full cycle for the first set of awards, full professors will be eligible to apply for spring quarter 2011.

Professors may apply or be nominated for this designation once every three years with a maximum of three designations for any individual Professor. A selection committee will evaluate a portfolio submitted by the Professor that documents distinguished professorial achievements during the previous three years.

Recipients of this designation will receive a cash bonus of \$2,500.

Section 23.06 – Salary Administration

At no time will any faculty member be outside the established pay ranges.

ARTICLE 24 – OVERLOAD PAY

The overload pay rate shall be the same as the adjunct rate for the life of this Agreement, provided however, the overload rate shall not fall below \$43.06 per hour during the life of this Agreement.

ARTICLE 25 – SUBSTITUTE PAY

The College will compensate full-time faculty who substitute for other faculty at the current adjunct rate of pay.

ARTICLE 26 – DISTINGUISHED TEACHING AWARD

Each academic year four faculty will be selected for a Distinguished Teaching Award. Distinguished Teaching Award winners will be selected during Spring Quarter of each year by a committee consisting of the previous year's Distinguished Teaching Award winners, and one academic administrator appointed by the Provost.

Winners of the Distinguished Teaching Award will receive a one-time cash bonus of \$2,500 and will be provided with a reserved parking space for one quarter of their choice during the following academic year. In addition, full-time faculty who win the Distinguished Teaching Award will be provided with two hours of reassigned time during Winter Quarter in order to perform classroom observations of the next year's nominees and to participate on the selection committee for the next year's Distinguished Teaching Award.

ARTICLE 27 – BENEFITS

Section 27.01 – Benefits

All bargaining unit members shall be offered the following benefits for the term of this Agreement. In the event of a change in carrier or program, the overall benefits shall be substantially similar to the benefits provided on the effective date of this Agreement.

To ensure that benefits are not diminished, the College shall negotiate any proposed change in benefits with the Association prior to implementation or agreement with a carrier or provider; however optional medical plans not outlined in Section 27.02 are not subject to this provision.

Section 27.02 – Medical and Dental Insurance

The College shall pay 80% of the medical insurance premium for the Core Plan (UHC Plus Plan 061-M). The faculty member shall pay 20% of the premium for the Core Plan.

Faculty members electing medical or dental coverage may elect to have their premium contributions deducted from their salary before federal taxes are deducted.

The College shall pay 80% of the dental insurance premium. The faculty member shall pay 20% of the premium.

The plan design shall remain comparable to the plans: United Healthcare Choice Plus Plan 061-M(23M), or Delta Dental DeltaPreferred Option (point-of-service Group #7414-0001).

In addition, the College shall provide Vision Insurance as a rider to the medical plan or as a separate plan.

All medical, dental and vision plans maintained by the College for the duration of this Agreement and referenced in this Agreement shall be substantially similar to or greater than those described in the plan summaries in place as of January 1, 2008. Changes in these plans that are not substantially similar to current plans requires in-term bargaining between the College and the Association.

Section 27.03 – Disability Insurance

The College shall provide disability insurance coverage for all full-time faculty. The coverage shall not exceed \$60,000 or 60% of the faculty member's prior year salary whichever is the lesser amount. In the event that a faculty member applies for this insurance, the insurance company governs the criteria for coverage. This coverage is intended to be the same as all other employees of the College.

Section 27.04 – Life Insurance

The College shall provide life insurance in the amount of one times the faculty member's previous year salary. This amount would include summer pay and over load pay.

ARTICLE 28 – COLLEGE HEALTH CARE COMMITTEE

Due to the continual increase in the cost of health care for the College and faculty, the College agrees to create the College Health Care Committee. The purpose and charge of this committee is to study and research different facets of health care to make recommendations to the President and the various constituencies. Some of the responsibilities of this committee will include but are not limited to the following:

1. Monitor the operations, service, and any problems with the current vendor and/or broker.
2. Review benefit options from current and competitive vendors.
3. Study methods to reduce the experience rate of the College.
4. Review bids of the vendors.
5. Promote Wellness campus-wide.
6. Distribute surveys as needed.

The Committee shall have two members representing the Staff, two Administrator representatives, and two members from each union. The Vice President of Human Resources/designee shall chair the Committee. Generally, recommendations of the College Health Care Committee shall be made by consensus. However at any time, any member of the committee may call for a vote on any issue. The Committee shall meet no less than once per quarter and shall have the right to have others in attendance who have the expertise that is needed for the work of the Committee. No meetings of the Committee shall occur during quarter breaks.

ARTICLE 29 – FLEXIBLE SPENDING ACCOUNT

The College shall maintain a flexible spending account for faculty members, hereafter referred to as the “Plan.” The College will provide faculty members with Plan information materials annually during the life of the collective bargaining agreement and with election and all other forms necessary to participate in the Plan.

Individuals participating in this Plan (“Participants”) shall participate in the plan from January 1 through December 31 of each year, making elections annually. Elections thereafter cannot be changed or revoked during the Plan year unless the Participant or their spouse experiences a change of status, or the required contributions to pay premiums for the elected benefits change during the Plan year. Eligible expenses must be incurred during the Plan year. Eligibility and use of the Plan shall be governed by Internal Revenue Code 125 and any and all subsequent amendments.

Employee contributions to the Plan for health insurance premiums, medical and dental expenses and child and dependent care expenses shall be made by payroll deduction on a pre-tax basis. Examples of eligible Plan expenses include but are not limited to certain insurance premiums, co-pays and deductibles, contact lenses and eyeglasses, and adult and child daycare expenses.

The Plan shall provide a copy of the Summary Plan Description to each Participant upon request, and shall provide quarterly to each Participant a written statement showing the amounts paid or expenses incurred during the previous quarter and all payments to date.

If plan participation does not exceed 15% of eligible faculty in a given year, the College may, by mutual agreement with the Association, discontinue the Plan the following year.

ARTICLE 30 – PERSONAL LEAVE

Section 30.01 – Personal Leave Definition

Faculty shall receive 4 Personal Leave days per year. Personal Leave is a faculty member's absence from instruction, in class or laboratory, or other duty-specific assignment in the course of the Academic Year. There are two types of Personal Leave:

1. Personal Business Leave, and
2. Personal Discretionary Leave

Personal Business Leave shall only be used to transact personal business or for a religious observance that cannot be accomplished at times other than normal working hours.

Personal Discretionary Leave is an absence of any faculty member for any other personal matters not defined above as Personal Business Leave. No reason shall be required for use of Personal Discretionary Leave.

As of January 1, annually, each faculty member shall be credited with four (4) days of Personal Leave, including one Personal Business Leave day and three Personal Discretionary Leave days. A bargaining unit member with less than 100% of a full-time annual schedule, or newly hired during the current year, shall have the time credited proportionately for this leave.

Personal Leave shall not be used in less than one-hour increments, nor for more than a maximum of two (2) full consecutive days of instructional duties. With approval of the bargaining unit member's department chairperson/immediate administrator, the number of consecutive days used may be extended.

Personal Leave shall not be unreasonably denied. The parties agree that there may be occasions when the faculty member's presence is necessary at department meetings or on In-Service Day, and when their repeated absence from classes adversely impacts instructional integrity and quality. On such occasions, the chairperson may deny a request for Personal Discretionary Leave, and provide a rationale for the denial. Any leave taken on In-Service Day shall not exceed 6.5 hours. If a faculty member has established web hours that day that are posted and are required to be worked, then the 6.5 hours can be adjusted/modified if approved in advance by the chairperson.

At the conclusion of each calendar year, bargaining unit members will be compensated at their current per diem rate for all unused Personal Leave up to a maximum of 2 days (16 hours).

There shall be no carry-over of Personal Leave from year to year.

ARTICLE 31 – SICK LEAVE

Section 31.01 – Sick Leave Policy

The College recognizes that from time to time faculty members will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury, pregnancy, exposure to a contagious disease which could be communicated to others, or for death, illness, or injury to a member of the faculty's immediate family. [See also benefits available under College's Family and Medical Leave Policy No. 3-36.]

Full-time faculty who work a 100 percent schedule are credited with time for sick leave at a rate of 10.00 hours per calendar month of completed service. Other faculty working reduced work schedules shall have their time for sick leave credited and deducted at a rate in proportion to their appointment. Full-time faculty members, regardless of whether they are employed three or four quarters during a fiscal year, will be credited with time for sick leave at a rate of fifteen days per year. Time for sick leave may be accumulated without limit.

Adjunct instructors are credited with time for sick leave at a rate equal to the total number of contact hours for that quarter times 0.667, rounded to the nearest half hour. Adjunct instructors do not accumulate sick leave credit from quarter to quarter. A full-time faculty member who is employed as an adjunct faculty member under a supplemental contract is eligible to be credited with sick leave in accordance with the above. Sick leave credit earned as a full-time faculty member and sick leave credit earned as an adjunct faculty member are not interchangeable.

If a faculty member is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that faculty member is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which he/she receives lost-time compensation. (Such leave shall be counted as Family and Medical Leave under Policy No. 3-36.)

Sick leave accumulated by a faculty member while previously employed by another public agency is transferable in accordance with the provisions of the Ohio Revised Code and related regulations. However, that transferred time may only be used at CSCC after all other leaves have been exhausted. Further transferred sick leave shall not be paid out upon retirement of the employee who transferred the sick leave.

Faculty who, at the time of their disability or service retirement, have ten or more years of service with the College or any agency of the state or any of its political subdivisions, may convert their accrued but unused time for sick leave to monetary compensation. In order to be eligible for this payment, the faculty member must retire directly into a state retirement system from active employment with the College.

One-fourth of the accumulated sick leave earned as a faculty member of the College or any agency of the State or any of its political subdivisions to a maximum of forty-five (45) days may be converted to a cash payment at the time of retirement, based upon the faculty member's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates for all time the sick leave credit of the faculty at the time of retirement, and such payment will be made only once to any faculty member.

The College will establish procedures to administer this policy.

Section 31.02 – Sick Leave Procedure

Faculty members who must be absent because of sick leave shall notify their administrator as soon as possible; at least within one hour of reporting time. Faculty members shall file with their administrator a completed form HR004 within three working days following the period of sick leave absence. The administrator shall sign the form, return one copy to the faculty member, retain one copy, and forward the original to the Human Resources Department. Disciplinary action may be taken if a faculty member fails to file or falsifies a report as provided in this section.

Immediate family, for the purpose of this section, includes: parent, sibling, grandparent, child, spouse, parents-in-law, children-in-law, sibling-in-law, grandchild, stepparents, stepchildren, a legal guardian or other person who stands in the place of a parent, other persons residing in the home of the faculty member, or a domestic partner. To use sick leave for the death, illness, or injury of a domestic partner, a completed and notarized Affidavit of Domestic Partnership form must be on file with the Human Resources Department.

If medical attention is required, the faculty member must present a health care provider's statement confirming the nature of the illness. An administrator may request information from a faculty member requesting sick leave to determine whether the sick leave request should be approved. A health care provider's statement, if available, will be attached to form HR004.

If a faculty member's sick leave meets the conditions of the College's Family and Medical Leave Policy No. 3-36, the absence will also be counted as Family and Medical Leave.

If a faculty member is taking Family and Medical Leave for a reason that meets the criteria for taking sick leave [see Sick Leave Policy No. 3-10 (A)], the faculty member shall, while on FML, utilize his or her accumulated sick leave balance [see FML Procedure No. 3-36 (D), paragraph (5)]. If a faculty member's absence due to a reason covered by FML policy exceeds the faculty member's earned sick leave, vacation, and personal leave, the faculty member will continue to be eligible for leave pursuant to the FML policy and procedure but will not be paid for the balance of the FML absence.

There may be times when a faculty member has utilized FML available to him or her in a given year but needs additional leave because of a serious medical condition. As long as the faculty member has a sufficient accumulated leave balance to cover the additional leave needed, the faculty member will be entitled to reinstatement at the end of said leave, under the same conditions that reinstatement is available under the FML policy. [See Procedure No. 3-36 (D), paragraph (7).]

Sick leave may not be taken in increments of less than one hour. If a faculty member is absent from work and on sick leave, that faculty member continues to earn sick leave credit as if he/she were at work.

The Human Resources Department shall maintain a record of the balance of sick leave available to each faculty member and provide that information on the faculty member's semi-monthly paycheck stub. It is the responsibility of a faculty member who was previously employed by another public agency to obtain documentation as to the amount of sick leave that can be transferred to the College. The Human Resources Department will provide assistance in arranging for the transfer.

ARTICLE 32 – LEAVE DONATION

Faculty members may voluntarily donate any form of accrued paid leave to fellow full-time employees who are in critical need of leave due to a catastrophic illness/injury of the employee or his/her immediate family.

Section 32.01 – Definitions

- A. Immediate family** for the purposes of this program is defined as children, spouse, parents, and domestic partner.
- B. Catastrophic illness/injury** is one that is life threatening or requires an extensive period of recovery.

Section 32.02 – Transfer of Donation

Once leave is donated, it shall not be returned.

Donated leave is paid at the rate of pay of the employee for whom the leave is donated no matter which employee donates the leave. When an employee is diagnosed with a catastrophic illness/injury, the employee must apply for Long-Term Disability, Workers Compensation, and/or STRS disability retirement benefits within 30 days of the diagnosis. Once an employee qualifies for another leave benefit, such as Long-Term Disability, Workers Compensation or Disability Retirement with one of the retirement systems (School Employees Retirement System or State Teachers Retirement System), the employee shall no longer receive or use donated leave. At no time will an employee be on donated leave for more than 180 days consecutively. Employees receiving donated leave will be considered in a pay status and shall accrue all benefits for which they normally would be eligible.

ARTICLE 33 – SABBATICAL LEAVE

Sabbatical leave may be granted to a faculty member who has completed a minimum of seven years of full-time service to the College. Subsequent sabbaticals may be granted after a minimum of seven years of additional service after the satisfactory completion of the previous granted sabbatical. Candidates for sabbatical must meet all other

deadlines and requirements for sabbatical leave as noted in the College's Policy and Procedures Manual.

Sabbatical leave will generally be granted for a period of one quarter for faculty. Special circumstances and opportunities, however, may merit the granting of an extended sabbatical not to exceed three quarters.

Each faculty member granted sabbatical leave shall receive compensation during his/her leave as follows:

- A. First quarter of leave: one hundred percent of salary and benefits.
- B. Second quarter of leave: seventy-five percent of salary and benefits.
- C. Third quarter of leave: benefits only.

Monies received by an individual on a sabbatical leave cannot exceed the amount he/she would normally receive in salary from the College. Fellowships, grants-in-aid, or earned income to assist the purpose of the sabbatical may be permissible with prior approval. Compensation from the College will be adjusted so that total compensation monies will not exceed one hundred percent (100%) of full salary.

Section 33.01 – Conditions

All candidates for sabbatical must meet all deadlines and requirements as set forth in College Procedure.

Faculty members granted sabbatical leave must take the leave the quarter and year for which it is granted. The College reserves the right, however, to grant the requested sabbatical at a time more convenient to the College in light of department/division priorities.

Agreed upon products of the sabbatical experience—written reports, department/division/College presentations, instructional materials, etc.—must be completed by the date agreed to on the faculty member's sabbatical application.

Section 33.02 – Continuation of Services

Faculty members receiving sabbatical leave are required to return to Columbus State Community College for a period of one contract year following the sabbatical leave. Failure to do so shall require that the faculty member reimburse the College for salary and fringe benefits paid on their behalf.

ARTICLE 34 – COURT SERVICE

The College recognizes that it is the civic duty of its faculty to participate in court service. Therefore, faculty members shall be paid their regular scheduled pay for the actual time served in court service.

Section 34.01 – Definition

Court service is defined as a situation in which a faculty member is summoned for jury service or subpoenaed to appear before a court or other legally constituted body

authorized by law to compel the attendance of witnesses as a witness, except when the employee is a party to a civil or criminal action.

Section 34.02 – Court Leave

When a faculty member is summoned or subpoenaed for court service as defined above, the faculty will immediately submit a copy of the summons or subpoena to his/her chairperson/administrator. Court reimbursement of personal expenses such as transportation, parking costs, and meals made to the faculty member need not be turned over to the College. All other payment to the faculty member shall be turned in to the College business office except as designated below, in Court Appointed Expert Section. A faculty member excused or discharged from court service before the end of the normal work day shall report to work as soon as possible after being excused or discharged.

Section 34.03 – Court Appointed Expert

If a faculty member is subpoenaed to serve the court as an interpreter or as an expert witness and receives compensation other than personal expenses for this service, the College guidelines will determine the appropriateness of the compensation. With the department chairperson's/administrator's approval, working hours may be adjusted in order to fulfill these court requirements while still maintaining the assigned workload within the area of responsibility.

ARTICLE 35 – UNPAID LEAVES OF ABSENCE

The College recognizes that occasionally some faculty may need to take a leave of absence from their jobs to deal with illness or disability not covered by sick leave and/or Family Medical Leave policy, personal needs, for professional development purposes, or to participate in a faculty exchange program.

An unpaid leave of absence is defined as an authorized, extended absence from employment for faculty for which regular compensation is not paid.

Faculty granted a long-term unpaid leave of absence are eligible for the medical and dental insurance benefits, at their own expense, except as provided under FMLA, for the period of the leave of absence or as specifically stated in the terms of the approved leave of absence or as may be restricted by the insurance carrier.

Faculty returning from an unpaid leave of absence who have complied with all aspects of the College's Leave of Absence Procedure will be reinstated in either their original job, if vacant, or another job at a similar level of responsibility for which they are qualified and does not infringe on another bargaining unit's jurisdiction.

Section 35.01 – Application for Leave

Requests for unpaid leave of absence must be in writing and state the reason for which the leave is requested. The length of the requested leave and a statement that the faculty member does, in fact, intend to return to regular employment status with the College at the end of the leave of absence must also be included in the request.

Section 35.02 – Eligibility

Reasons for and conditions pertaining to an unpaid leave of absence include:

- A. Illness or Disability** – Faculty may request an unpaid leave of absence for their own illness or disability or the illness or disability of an immediate family member. Such leave may be granted for no more than one year (including any time taken pursuant to the Sick Leave or Family and Medical Leave policies for the illness or disability).
- 1. Request for Leave:** A request for such a leave must be accompanied by a statement from a health care provider certifying the basis for leave (or for additional leave if it is an extension of FML) and that the length of time requested is reasonably necessary given the medical condition.
 - 2. Reinstatement:** Before faculty can be reinstated, they must submit to the Human Resources Department a health care provider's statement, certifying that they have been examined and are able to resume the essential functions of their job. In addition, the Human Resources Department may request that faculty be examined by a physician appointed by the College. If there is disagreement between the faculty member's physician and the College's physician, the parties shall agree to a third physician whose decision shall be final and binding on the parties. The cost for this will be split evenly between the College and the faculty member.
- B. Professional Development** – Professional development may include but is not limited to academic study, educational fellowship, and employment in a related business, industry, or profession. Approval of such leave requires the recommendation of the faculty member's immediate administrator and concurrence of all other administrators in the organizational chain. A request for an unpaid leave of absence for professional development, including academic or practical experiences, shall include an outline of the program of development to be pursued. An approved unpaid leave of absence without pay or fringe benefits for professional development shall be granted for no longer than one year. An unpaid leave of absence for a fraction of any academic quarter will be granted to faculty with instructional responsibilities only with the approval of the department administrator to ensure that instruction is not disrupted. In order to maintain the quality of service at the College, an administrator may limit the number of concurrent leaves of absence for that department.
- C. Faculty Exchange/Visitation Program** – A request for a leave of absence to participate in an approved faculty exchange or visitation program may be granted on request for not more than one year. The request must be approved by the faculty member's administrator, dean, and the provost. Terms of compensation and benefits will be designated by the President at the time the unpaid leave of absence is granted. If faculty involved in the faculty exchange program receive regular full-time compensation from the College visited, they will earn one year's service credit at the College.

D. Personal Needs – A leave of absence for personal reasons may be requested and approved for a period not to exceed one year.

Section 35.03 – Definition

Unpaid leaves of absence shall be classified as either short-term or long-term. Both require the approval of the faculty member's immediate administrator.

A. Short-term leave of absence shall be for a period of 30 calendar days or less and shall be requested in writing. Credit for service accumulation, salary calculation, promotional consideration, and payment of benefit premiums by the College will not be affected. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying their portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

B. Long-term leave of absence shall be for a period of more than 30 calendar days and shall be requested in writing. Credit for service accumulation, salary calculation, sick leave, personal leave, vacation leave, and promotional consideration will not be accrued. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying both the College's and their own portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

1. Amendments to an approved long-term leave of absence must be requested in writing. Amendments require approval by the faculty member's immediate administrator and the concurrence of the next-level administrator in the organizational chain.
2. Upon completion of not more than three-fourths of the approved long-term leave of absence, faculty on leave will notify the Human Resources Department of their intention to return to employment with the College. Failure to make such notification could delay reinstatement.

C. Factors: For all leaves of absence, the factors to be considered in determining whether to grant or deny the leave of absence will include, but will not be limited to, the following:

1. whether the work unit can function effectively without the faculty member for the time of leave requested;
2. whether the faculty member's work can effectively be accomplished in his or her absence by someone else within the work unit;
3. whether the faculty member's work can effectively be accomplished by the short-term hire of another employee;
4. the availability of other employees or potential employees with similar skills and experience necessary to accomplish the faculty member's work;
5. whether denial of the leave serves the best interests of the work unit or the College; or

6. ability of the College to reinstate faculty at the conclusion of the requested leave to their original job or another job at a similar level of responsibility.
- D. Failure to return from a leave of absence on the scheduled date of leave termination, or failure of faculty to abide by the terms of the leave of absence, may be just cause for discharge of the faculty member, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the faculty member on the last day worked.

ARTICLE 38 – PROMOTION & TENURE

Section 38.01 – Promotion and Tenure Procedures

The granting of Promotion and Tenure shall be in accordance with the processes set forth in Columbus State Community College Procedures 3-01(B) dated 7/01/05, 5-02(E) dated 7/01/05, and 5-02(F) dated 7/01/05, in Appendix A.

The parties recognize that there is valuable work in progress on the Faculty Appraisal System and agree to implement it when it is approved by both parties.

Section 38.02 – Placement into Instructor Rank

New faculty hires will be placed in accordance with the following schedule:

Beginning Autumn Quarter 2005, all new faculty who are hired with at least 15 points will be initially placed at 4% above the base instructor salary.

Beginning Autumn Quarter 2006, all new faculty who are hired with at least 19 points will be initially placed at 8% above the base instructor salary.

Beginning Autumn Quarter 2007 all new faculty who are hired with at least 23 points will be initially placed at 12% above the base instructor salary.

Section 38.03 – Delays in Application for Tenure

A faculty member may petition the Dean of the division for a one-time delay of one year in application for tenure due to circumstances in the third or fourth year of full-time employment. Such circumstances must have a demonstrable negative impact on the faculty member's ability to perform duties required for tenure or to complete the portfolio for tenure. The petition must be submitted in writing to the Dean no later than October 1 of the fourth year.

ARTICLE 39 – FULL-TIME FACULTY SEARCH COMMITTEES

Section 39.01 – Purpose

The hiring administrator with the vacancy will be responsible for forming the search committee for an open full-time faculty position, with assistance from the Employment Coordinator. The committee membership will be diverse, and the members will be appointed as follows:

- Chairperson of the department (will serve as the committee chairperson);
- Two tenured faculty members (if available) from the department with the vacancy for departments that have ten or fewer full-time faculty; three tenured faculty members (if available) from the department with the vacancy for departments that have eleven or more full-time faculty selected by members of the department. These faculty members will be selected by the department's full-time faculty;
- One tenured faculty member from another division;
- One administrator from another division appointed by the College; and
- One staff member from another department.

Generally, the committee will forward the names of three candidates to the Dean. Unless waived by the committee and prior to the recommendation, the Dean will make every effort to attend the final deliberations of the committee to discuss the committee's recommendation. In the event the Dean is not able to attend, the Dean will meet with the department chairperson and one or more of the department faculty on the committee. If possible, one faculty member will have content expertise relevant to the vacant position. After the hiring decision is made and upon request of the committee, the Dean will meet with the committee to discuss the decision.

Section 39.02 – Notification

When a vacancy occurs in a full-time faculty position, within six months the College will make a determination and inform the Association in writing whether the College will fill, reallocate, or eliminate the position. When a full-time position is to be eliminated, the College will provide to the Association a written rationale for the elimination.

ARTICLE 40 – FACULTY HIRED AS DEPARTMENT CHAIRPERSON

Any Columbus State faculty member who accepts a position as department chairperson will retain all of the rights and privileges related to tenure and established rank for a one-year period of service as chairperson and has the right to return to the faculty position within the initial year of appointment.

Should the chairperson wish to return to the faculty after that initial year s/he may do so only if the College approves. S/he will return to the rank and tenure status s/he left to become chairperson. Upon such return to the faculty, the faculty member will be assigned the rate of pay s/he normally would have received had s/he not left the faculty position.

ARTICLE 41 – COMPLIANCE WITH LAW

The College and the Union agree to comply with federal and state law.

ARTICLE 42 – GRAMMAR

Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of these genders. It is understood that this use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 43 – SAVINGS CLAUSE

Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

If any portion of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Association shall meet within thirty days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 44 – IN-TERM BARGAINING

The College and the Association recognize that, during the course of this contract, unanticipated issues in which the parties have a joint interest may arise. Upon written notification by either party, and where there is mutual agreement of the parties, an in-term bargaining session shall be initiated for the purpose of discussion and attempted resolution of the issues identified in the written notice. In the event the parties reach a tentative agreement, such agreement shall be signed and dated by each party's designated representative, and shall be presented to the appropriate constituents pursuant to their respective requirements for approval. In the event that agreement is not reached then the parties will revert to the status quo in existence prior to the commencement of in-term bargaining.

ARTICLE 49 – TOTALITY OF AGREEMENT, NON-EXERCISE OF RIGHTS AND POLICIES AND PROCEDURES

Section 49.01 – Totality of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, whether or not the matter is specifically referred to or covered in this Agreement, even

though the matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 49.02 – Non-Exercise of Rights

The non-exercise of rights held by the College or by the Association shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Section 49.03 – Policies and Procedures

The parties recognize that practices and policies of general application have developed at the College over a period of years and are set forth in writing in policies and procedures of the College. The parties further recognize that the faculty have a substantial interest in providing effective advice and input into the development of these policies and procedures which affect them. Accordingly, the parties recognize that promulgation and revision of these policies and procedures are part of the continuing exercise of the management rights of the College, pursuant to, and consistent with RC 4117.08 C, and that policies and procedures applicable to bargaining unit members which are not in direct and obvious conflict with the provisions of this Agreement may be continued during the life of this Agreement or amended or discontinued by the College. However, it is further recognized that the Association will play a significant role in policy development which affects their members, and that the College will promulgate or significantly amend these policies and procedures only after providing timely opportunity for the Association to review any such proposed draft policies or procedures and to comment upon and discuss these policies and procedures with College representatives, ordinarily as part of the Association/Management Committee discussions. Past practices not codified in the policies and procedures of the College shall have no binding effect upon the parties.

ARTICLE 50 – DURATION

This Agreement shall become effective July 1, 2008 and shall remain in full force and effect until midnight June 30, 2011. If prior to the termination date of this Agreement either party wishes to negotiate a successor to this Agreement, such party must serve upon the other party written notice of such intent at least ninety days prior to the termination date of this Agreement.

LETTER OF AGREEMENT – DELAWARE CAMPUS FACILITIES

The Association and the College agree that the faculty assigned to the Delaware campus should have an assigned private office, a location to secure their belongings (e.g. a locking desk and filing cabinet), computer equipment, telephone, Internet access, duplication facilities, and technical and other support services. The College shall provide the Association with regular updates to allow the Association to provide input to insure that faculty will have the facilities and support necessary to perform their duties.

LETTER OF AGREEMENT – DIVISION FACULTY COMMITTEES

Within the context of existing policies, there are a wide range of issues that affect the ability of the College to carry out its mission effectively. Some of these issues are of an “ad hoc” nature and some are ongoing.

To address these issues, the Division Academic Deans, in consultation with the Association would appoint faculty committees to develop recommendations.

These recommendations would come to the Association/Management Committee for discussion about the recommendations and for discussion about whether/how to move these recommendations forward.

Examples:

1. Cross-departmental and division curricular issues
2. Curricular delivery issues
3. The timely processing of faculty requests
4. Delaware Campus instructional issues
5. Mentorship
6. Purpose and outcomes of Sabbatical Leave

LETTER OF AGREEMENT – IN-SERVICE DAY

The Association and the College agree to participate in a general College committee to explore the effectiveness of In-Service Day. Then, faculty and faculty administrators will convene as a subcommittee of the larger committee to explore ways of making In-Service Day a more meaningful academic development day for the faculty.

LETTER OF UNDERSTANDING – CLASSROOM SAFETY

The Association and the College recognize that classroom safety issues are a major priority for review at Columbus State and other colleges and universities across the nation. These issues range from disruptive activities by students enrolled in the class to violent incidents brought to the classroom by persons from outside the campus. Such classroom safety issues require the combined attention and cooperative efforts of the College faculty and public safety officials, and the parties agree that promptly upon execution of this Collective Bargaining Agreement, College faculty and public safety representatives will be convened to design a protocol of actions to be taken by faculty and public safety representatives alike in responding to these issues.

MEMORANDUM OF UNDERSTANDING – PROMOTION/TENURE LANGUAGE

The Association and the College agree to the following recommendations for changes to College Procedures 5-02(E), *Awarding of Tenure* and 3-01(B), *Faculty Rank* :

Tenure (5-02(E), Awarding of Tenure)

During the time frame that the tenure portfolio is in review by the department committee (January 15 – January 31), the committee may recommend to the candidate that cosmetic changes be made to the portfolio. The candidate may make these changes to the portfolio; however, there is no implication that because these changes were made, the committee will forward the portfolio with a positive recommendation. No changes to the portfolio are permitted after January 31.

Promotion (3-01(B), Faculty Rank)

During the time frame that the promotion portfolio is in review by the department committee (April 1 – April 15), the committee may recommend to the candidate that cosmetic changes be made to the portfolio. The candidate may make these changes to the portfolio; however, there is no implication that because these changes were made, the committee will forward the portfolio with a positive recommendation. No changes to the portfolio are permitted after April 15.

MEMORANDUM OF UNDERSTANDING – OPTIONAL HEALTH INSURANCE PLAN

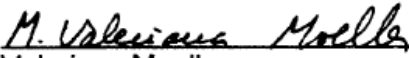
The College makes available an optional plan for faculty to select from: The Alternate Plan 1 (UHC iPlan Choice Plus Plan 116 Alternate 1-HSA). The plan may be adjusted or withdrawn by the College on an annual basis following consideration of recommendations of the College Healthcare Committee.

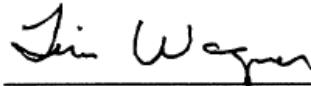
For the duration of this Agreement, the College pays 80% of the premiums of the Alternate Plan 1. The faculty member pays 20% of the premium for the Alternate Plan 1. For the duration of this Agreement, the College will contribute 50% of the deductible

for single and family coverage for Alternate Plan 1. This amount is prorated for faculty hired after the first quarter of the academic year

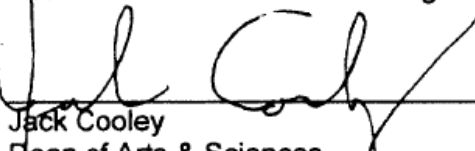
The Parties here cause this Agreement to be executed this 1st day of July, 2008.

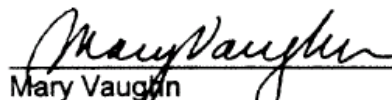
On behalf of
Columbus State Community College

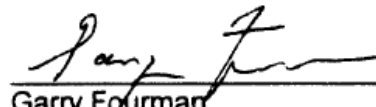

Valeriana Moeller
President

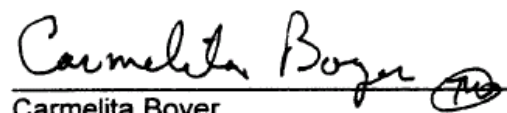

Tim Wagner
Vice President of Human Resources


Polly Owen
Dean of Career & Technical Programs

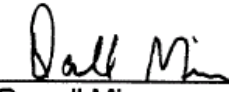

Jack Cooley
Dean of Arts & Sciences

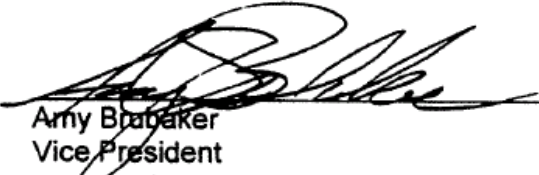

Mary Vaughn
Chairperson of Integrated Media
& Technology

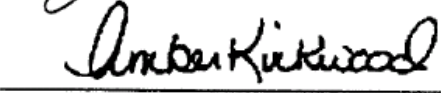

Garry Fourman
Chairperson of Modern Languages

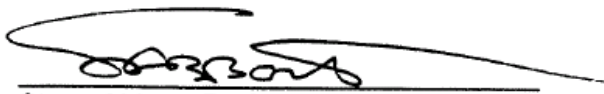

Carmelita Boyer
Administrative Assistant

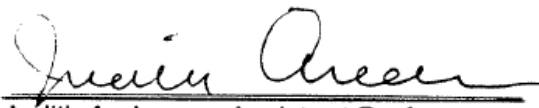
On behalf of
Columbus State Education Association


Darrell Minor
President


Amy Brubaker
Vice President


Amber Kirkwood
OEA LR Consultant


Steve Abbott, Professor
Communication Skills


Judith Anderson, Assistant Professor
Communication Skills


Ingrid Emch, Assistant Professor
Communication Skills


Gil Felentag, Assistant Professor
Business Management


Kevin James, Associate Professor
Mathematics