

## **Summary of Tentative Agreements (resulting in changes to previous faculty contract)**

**\*\*\*Tentative Agreement to be voted on by CSEA members on  
June 9, 10, & 11\*\*\***

### **Article 1 – Recognition**

- Paragraph #3 – Strike reference to SERB eligible voters list.

### **Article 2 – Payroll Deduction**

- Section 2.03 – Strike term “semi-monthly”

### **Article 3 – Academic Calendar Year**

- Section 3.01 – Insert sentence “Faculty will use these days to prepare for the coming quarter and year.”

### **Article 4 – Workload (Merged previous Workload appendix into Article 4, with many changes)**

- Section 4.01 – no changes
- New Section 4.02
  - Striking of “or committee” meeting as an exception to the 12-hour rule in 4.02(E) of old contract
  - Insertion of section addressing In-Service Day
    - Department meetings will “generally” occur between 3:00 – 4:30, but a two-week notice is still required. If there is no department meeting, faculty may engage in other mission and learning support related activities with the concurrence of the chair, which will not be unreasonably denied
    - Faculty teaching evening courses may be excused early if there is no department meeting scheduled
    - In-Service Day is treated as a 6.5-hour day, for purposes of taking Leave time
- New Section 4.03
  - Inclusion of the faculty member’s full-time status (rather than being an adjunct) as a consideration in making course assignments in Section 4.02(F) of old contract
  - Guidelines regarding teaching classes outside of one’s current, or potentially new, department
    - Old language: None. Practice often was faculty could only teach outside their department as part of an overload
    - New language: provides reasons that faculty may teach outside of their department, including faculty who taught courses that are no longer within their department, and such requests will not be unreasonably denied

- Guidelines on rights of first refusal for Distance Learning courses
  - Old language: “The faculty member who developed the web-based course should have the first opportunity to teach the course...If the web-based course enrollment increases to the point where it is equivalent to several sections, the department chair in consultation with the course developer shall have the option of assigning section(s) of the web-course to other full-time or adjunct faculty.”
  - New language: “The faculty member(s) who developed the 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.”
  - Developer will generally be given first opportunity to redesign a course, but chairperson may assign this to other faculty members, but only after consultation with other full-time faculty who teach the course
- Office hours are to be held each week during Autumn, Winter, and Spring quarters. However, during Summer quarter, faculty teaching a flex term may hold all office hours during the weeks of the flex term with approval of chairperson
- Classes with fewer than 7 students on the first day the class meets, but in which additional students are signed in to class at the first class session, will be considered a full load provided the class size increases to 7 or more within 48 hours of the first class meeting
- Addition of “At the discretion of the Chair and Dean” as a reason for not requiring 7 students in a class to count as a full class [e.g., to help establish new course offerings; to allow students to complete a course of study in a timely manner; etc.]
- Revision of Independent Study formula
  - Old formula was:
    - 1-3 students = 0.25 x course contact hours
    - 4-6 students = 0.50 x course contact hours
  - New formula is:
    - 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
- Deletion of previous formula for calculating workload for Distance Learning classes [that allowed for a 20% “buffer” during which faculty were not paid for the additional students]. Instead, enrollments beyond a full class size will be treated as Independent Study using the new formula above, until 7 additional students are enrolled (at which time it becomes a second full section).
- Faculty may request that multiple DL sections may be merged into one section with a higher enrollment cap and be compensated for the equivalent number of sections (i.e., in order to not have to duplicate work)
- Statement that faculty teaching DL courses will not be expected to respond to student inquiries prior to the first day of the quarter, and that content does not have to be available prior to 8:00 A.M. on the first day of the quarter. Faculty will post an announcement indicating that content will be available by that time, and that they will be available on the first day as well. Other workload issues related

- to DL will be reviewed by TLTR, with recommendations forwarded to the Association/Management Committee.
- New Section 4.04
  - Change in distribution of the 10 office hours from 7 regularly scheduled/3 flexibly scheduled to 6 regularly scheduled/4 flexibly scheduled
  - Office hours may be rescheduled within the week, instead of on the same day
  - All faculty will hold a minimum of 2 office hours/week on campus
- New Section 4.05
  - Mission and Learning Support plan is part of the Annual Faculty Performance Appraisal plan, and will include demonstrable outcomes. Only changes that negatively impact department initiatives need to be mutually agreed to with the chairperson, and such changes will not negatively impact the Appraisal.
  - Maximum of 2 required department meetings per quarter
- New Section 4.06
  - College Initiatives
    - Additional contracts may be offered to full-time faculty for work that would not normally be considered for reassigned time or as part of Mission and Learning Support time
    - Hours would be agreed upon by the faculty member and the chairperson and paid at the overload (adjunct) rate
    - Such initiatives are voluntary
- New Section 4.07
  - Reduction in office hours as a result of receiving reassigned time would be subtracted equally from regularly scheduled hours and flexible hours
  - The requirement that faculty always teach at least a 50% load may be waived
  - Change language stating that if the College finds it necessary to reduce Lead Instructor/Coordinator hours below 500, the rationale will be discussed with CSEA to “The total number of lead instructor and coordinator hours will not fall below 550 during the term of this Agreement.”
  - Additional activities/revisions to list of possible special projects
- New Section 4.08 – no change (to section 4.05 in previous contract)

## **Article 7 – Association Business**

- New Section B in 7.05 – Insertion of Weingarten Rights, outlining a faculty member’s rights during any investigatory meetings, which may lead to corrective action/discipline

## **Article 11 – College Health Care Committee**

- Insert “and/or broker” at end of #1
- Insert in last paragraph: “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.”

## **Article 13 – Sick Leave**

- Section 13.01 last paragraph – increase number of unused sick days purchased at retirement from 40 to 45.

## **Article 14 – Personal Leave**

- Two types of Leave
  - Personal Business Leave (1 day) – limited uses
  - Personal Discretionary Leave (3 days) – no reason required
- Insert in second to last paragraph: “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 chair 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 chair.”

## **Article 19 – Grievance Procedure**

- Section 19.06 – Insert, “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.”
- Section 19.11 – Insert, “A grievance that was mediated shall not be arbitrated by the same neutral.”

## **Article 25 – Faculty Salary**

- July 2008
  - 3.75% raises for all current faculty
  - Instructor and Assistant ranges frozen [resulting in 3.75% “steps”]
  - Associate and Professor ranges increased by 1% [resulting in 2.75% “steps”]
  - Instructor range capped at \$53,701
  - Assistant range capped at \$64,233
  - No cap on Associate or Professor ranges
- July 2009
  - 3.75% raises for all current faculty
  - Instructor and Assistant ranges frozen [resulting in 3.75% “steps”]
  - Associate and Professor ranges increased by 1% [resulting in 2.75% “steps”]
  - Instructor range capped at \$53,701
  - Assistant range capped at \$64,233
  - No cap on Associate or Professor ranges
- July 2010
  - 3.60% raises for all current faculty
  - Instructor and Assistant ranges frozen [resulting in 3.60% “steps”]
  - Associate and Professor ranges increased by 0.5% [resulting in 3.10% “steps”]
  - Instructor range capped at \$53,701
  - Assistant range capped at \$64,233
  - Associate range capped at \$81,822
  - No cap on Professor range

- Promotion to Associate or Professor within 4 or 5 years results in \$2,000 one-time bonus
- Establishment of a “Distinguished Full Professor” award
  - Each professor is eligible every 3 years, beginning Spring 2011
  - Each professor may win the award up to 3 times during career
  - Recipients receive \$2,500 one-time bonus
  - Selection committee consisting of faculty (6) and deans

### **Article 26 – Overload Pay**

- Tie overload pay to adjunct rate, with a floor of \$43.06/hour for the life of the Agreement

### **Article 28 – Benefits**

- No changes from current benefits

### **Article 34 – Duration**

- Contract would be a 3-year agreement

### **Article 36 – Full-Time Faculty Search Committees**

- Faculty member from the other division must be tenured (#3 in list)
- Replace last paragraph of Section 36.01 with the following: “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 chair 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.”

### **Article 37 – Grade Grievances**

- Revise language to reflect that former Policy 5-09 (Grade Grievances) has been merged with former Policy 7-03 and become a new Policy 5-09 (Grading and Academic Requirements). No changes will be made to this new policy without agreement by the parties.
- Include a statement in the new Procedure 5-09 that when Administrative Withdrawals are done, “The instructor of record will be notified and offered the option to provide additional information regarding the request for administrative withdrawal.”
- Clarify the composition of the Administrative Withdrawal Committee: one faculty member, one staff member from Counseling Services, and one academic administrator

### **Article 38 – Promotion & Tenure**

- Delays in Application for Tenure of one year may be granted in emergency/other situations

### **New Article – Delaware Campus**

- Old language: None. Administrators had indicated that management rights would allow for assigning faculty members to Delaware Campus to “meet staffing needs”.
- New language includes
  - Assignment of Faculty to Delaware Campus
    - Voluntary whenever possible
    - Each department will develop a process
    - Considerations 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
  - Involuntary Assignment of Faculty to Delaware Campus
    - Only when there are no volunteers
    - Same considerations as above
    - No CSEA officer shall be involuntarily assigned to Delaware campus
    - Limits on involuntary assignments of Association Representatives to Delaware campus
  - Request to return to Columbus campus after 3 quarters.
    - Such requests shall not be unreasonably denied.
    - Recall from Delaware campus at chair’s request for up to three years
    - After three years at Delaware campus, this becomes the faculty member’s designated campus
  - Involuntary assignments to Delaware campus, and involuntary recalls from Delaware campus, shall be eligible for mileage reimbursement for any excess distances in travel that results
  - Additional issues resulting from start-up of Delaware campus may result in In-Term Bargaining

### **New Article – Distinguished Teaching Award**

- Award increased from \$1,000 to \$2,500
- Award winners will receive a reserved parking space for one quarter
- Full-time faculty will receive 2 hours of reassigned time to participate on the following year’s selection committee

### **New Article – Electronic Privacy**

- Revisions in dates to reflect updated Policies and Procedures

### **New Article – Fair Share Fee**

- Faculty who choose not to become members of the Association will pay a fair share fee for the representation they receive by the Association
- Additional procedural details are outlined in the article

- CSEA to conduct a vote of all full-time faculty on whether to accept or reject the fair share fee proposal. This vote will occur on June 9, 10, and 11 between 10:00 am – 6:00 pm each day. Photo ID will be required to vote. No absentee voting will be allowed. The vote shall be determined by a simple majority of those voting. If approved, the College tentatively agrees to CSEA’s Fair Share Fee proposal (along with the College’s tentative agreement to all other proposals)
- PLEASE NOTE: Because all bargaining unit members may vote on the issue of fair share fees, including fulltime faculty who are not currently members of CSEA, it is absolutely essential that all CSEA members take the time to vote on this matter!! This is a one-time opportunity for the Association, and the CSEA Executive Committee and Negotiating Team believe that the passage of the fair share fee vote is critical to the long-term health of the Association. Please vote!

### **New Article – Intellectual Property**

- Clarifies the rights of the faculty and the College, protects the faculty member and the College against claims of infringement, and defines ownership of original works
- Defines “Work for hire” and “College Resources”
- Details Copyright Ownership
  - “Any materials created by a faculty member for a course...including all exams, supplementary materials and lecture notes, shall belong to the faculty member.”
- Details notification requirements
- Use of original works
  - “A faculty-author’s original work...shall be evaluated equally with any other work under consideration for adoption by a department.”
  - Decisions to adopt a faculty-author’s original work shall not include the faculty-author

### **Memorandum of Understanding – Recommended language revisions to College Procedure 5-02(E), Awarding of Tenure, and College Procedure 3-01(B), Faculty Rank**

- Insert the following language in Procedure 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.
- Insert the following language in Procedure 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.

### **Letter of Understanding – Classroom Safety**

- College faculty and Public Safety officials will design a protocol of actions to be taken by faculty and public safety representatives in responding to issues ranging from disruptive activities by students to violent incidents in the classroom.

#### **Letter of Agreement – Delaware Campus facilities**

- Faculty assigned to Delaware campus should have an assigned private office, a location to secure their belongings, computer equipment, telephone, internet access, duplication facilities, and technical and other support services
- CSEA will receive regular updates to insure that faculty will have the facilities and support necessary to perform their duties

#### **Letter of Agreement – Intellectual Property/Distance Learning**

- Strike this letter of agreement that was in the previous contract

#### **Side Letter of Agreement – Committee to explore the effectiveness of In-Service Day**

- A committee will explore the effectiveness of In-Service Day. This committee will include a subcommittee of faculty and faculty administrators to focus on making In-Service Day a more meaningful academic development day for faculty

#### **Side Letter of Agreement – Formation of Division Committees**

- To address a wide range of issues, the Division Academic Deans, after consultation with CSEA, will appoint faculty committees to develop recommendations to the Association/Management Committee
- Examples of such committees include: Cross-departmental and division curricular issues; Curricular delivery issues; Timely processing of faculty requests; Delaware Campus instructional issues; Mentorship; Sabbatical Leave

#### **Side Letter – Early Retirement Incentive**

- Strike this side letter that was in the previous contract