



AGREEMENT
Between

Cincinnati State Technical
and Community College

and

American Association
of University Professors,
Cincinnati State Chapter

September 2005 to September 2008

AALP

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AGREEMENT

This Agreement is made and entered into this 6th day of September, 2005, by and between Cincinnati State Technical and Community College, hereinafter referred to as the "College," and Cincinnati State Technical and Community College Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP," and jointly hereinafter referred to as the "Parties." The Parties hereby agree as follows:

Article I

Recognition and Description of the Representative

A. Recognition

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

B. Description of the Bargaining Unit

The bargaining unit shall be defined as follows:

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

Article II

Non-Discrimination and Affirmative Action

A. Non-Discrimination

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

B. Affirmative Action

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

Article III

Relationship Between the Parties

A. Purpose

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

B. Right to Data

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

1. The College shall make available such data and information as soon as is reasonably possible, but no later than seven (7) days after the AAUP's request.
2. The College shall provide to the AAUP Membership Chair a copy of the Change-of-Status form for all newly-hired bargaining unit members, all withdrawals from the unit for any reason, and all changes in status of unit personnel.
3. The College shall provide to the AAUP one copy of the agenda and the proceedings of the Board of Trustees' meetings, excluding such information as is specifically exempted by law.
4. The College President shall designate the individual responsible for providing the above-cited information.

C. Right to Access to College Services and Facilities

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

The College shall continue to provide the AAUP with:

1. An office with a door, separate from the office assignments of any of the AAUP Officers, and a storage area.
2. Use of College meeting rooms, conference rooms, classrooms, auditoriums, or laboratories.
3. Reasonable use of College facilities, audiovisual equipment, and personal computers for purposes of transacting official AAUP business for the bargaining unit, provided that such use does not interfere with the normal operation of the College or the performance of duties by any employee.
4. Use of such designated College bulletin boards as shall be mutually agreed upon by the AAUP and the College.
5. Use of a specially designated AAUP mailbox to be located in the mail room, and access to faculty mailboxes for communication with members of the bargaining unit regarding AAUP business.
6. Access to College photocopying machines or services at the same cost and under the same conditions as provided to students or non-bargaining unit employees, provided no unreasonable demands are placed upon secretarial or clerical help.
7. Use of College telephones to conduct toll-free calls for AAUP business regarding the bargaining unit, provided that such does not interfere with College use of the telephone or the performance of duties by any employee. The AAUP shall reimburse the College for any toll calls, consistent with College practices.

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8. The College shall, within twenty (20) days of the signing of this Agreement, print and distribute copies of this Agreement to all members of the bargaining unit and shall provide to the AAUP Membership Chair an additional twenty-five (25) copies for each year of the Agreement. The College shall provide to new hires into the bargaining unit a copy of this Agreement on or before the effective date of hire.
 9. The College shall continue to provide the AAUP with two (2) file cabinets which shall be maintained by the AAUP in the office(s) of AAUP official(s).
 10. The College shall list in the College telephone directory the names, titles, and telephone numbers of nine (9) officers of the AAUP designated by the President of the AAUP.
 11. Faculty members who require access to the College during non-operational times may request such access through the Security Department, and such access shall not be unreasonably denied.

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

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

1. Dues Check Off

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

2. Fair Share

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

3. Transmission of Funds

The College shall use its best effort to transmit to the AAUP all of the deducted dues, fees, and/or assessments of the members of the Chapter and the fair share representation fees of the non-AAUP members of the bargaining unit no later than the fifth (5th) day after the day on which the deduction was made.

E. Leaves of Absence for the Purpose of Participating in AAUP Activities

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

F. Released Time for the Negotiating Team, the Grievance Officer, the Bargaining Council Chair, and the President

During the terms in which the College and AAUP are negotiating a contract, bargaining team members (to a maximum of six) may utilize another qualified member of the bargaining unit to

substitute for the team member in teaching courses or performing professional responsibilities during any term in which negotiations are underway. The College shall not be required to pay the substitute any additional compensation, nor award the substitute any additional workload units. The same system may be used for providing released time to the Chapter President of the AAUP and/or the Chapter Grievance Officer during any term and the AAUP Bargaining Council Chair during the Winter Term, the Spring Term, and/or the Summer Term of the year in which collective bargaining takes place. As an alternative to arranging for donated time from bargaining unit members, the AAUP may, upon payment to the College of the cost of adjunct faculty salaries, obtain such released time as it may deem necessary pursuant to the conditions described in this paragraph for the Chapter President, the Grievance Officer, the Bargaining Council Chair, and/or each member of the bargaining team. The AAUP must notify the College President as soon as is reasonably possible in advance of the start of any term in which released time is to be taken of that intention and the method which will be used. If AAUP chooses to pay for an adjunct salary, that payment shall be due and payable to the College in one amount by July 1 of each year.

G. Meeting Dates

The AAUP shall advise the College of the dates and times of regular scheduled meetings of the AAUP. Such dates and times shall be submitted by the College to members of the administration with instructions that best efforts be made so that no bargaining unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings. Instructional duties shall not be canceled in favor of AAUP meetings. Resolution of conflicts with other duties is the responsibility of unit members.

H. Faculty/Administration Communication Team

The AAUP and the College agree to continue the Faculty / Administration Communication Team, comprised of no more

than six (6) members of the bargaining unit appointed by the AAUP, and no more than six (6) members of the administration appointed by the President. This Communication Team shall have as its general objectives the following:

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

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

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

Article IV

Grievance Procedure

A. Purpose

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

B. Definitions

1. A grievance is a complaint or allegation by a member of the bargaining unit or by the AAUP that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement.
2. Time limitations provided for in this article shall be strictly observed, unless they are extended by mutual written agreement of the College and the AAUP.
3. Should the College not respond to a grievance within the time limitations specified herein, the AAUP may immediately advance the grievance to the next step in the procedure. Any grievance not timely presented at any step shall not thereafter be considered a grievance under this Agreement and shall be considered to have been resolved with the disposition of the last step of the procedure.
4. A member of the bargaining unit who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warn-

ing, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from any personnel file of the participant. The participant shall have the right to examine the file and make a photocopy of its contents.

5. Any member of the bargaining unit presenting a grievance at any step of the procedures described herein may choose to be accompanied by a representative of the AAUP. All parties involved in the grievance shall have the right to have legal counsel present at any step of the procedure.

C. Informal Resolution of Grievances

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

D. Formal Grievance Procedure

1. In the event that a complaint cannot be resolved informally, the parties shall pursue the first step in the formal grievance procedure before making any application for arbitration, unless the College and the AAUP agree in writing to alter the procedure or waive one or more of the steps by proceeding directly to arbitration.
2. Upon written request of the AAUP Grievance Officer, the College shall submit any requested documents in its

possession which may be necessary for investigation of the grievance. The College shall deliver such documents as soon as is reasonably possible, but no later than seven (7) days after receipt of a written request.

3. Internal Steps in the Procedure

a. Step One: The Director of Human Resources

- (i) Within thirty (30) days of when the AAUP learns of, or in the exercise of reasonable diligence should have learned of, an alleged violation of the provisions of this Agreement, the AAUP shall submit to the Director of Human Resources a completed Faculty Grievance Form or a dated, signed, written description of the grievance, clearly labeled "grievance," containing substantially the same information as provided for on the Faculty Grievance Form.
- (ii) Within eight (8) days of receipt of the written grievance, the Director of Human Resources shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
- (iii) The Director of Human Resources shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days in a Grievance Disposition Form or in a document containing substantially the same information as contained in a Grievance Disposition Form, which shall include written details of the reasons which support the decision.

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- (iv) Within eight (8) days after receipt of the disposition of the Director of Human Resources, the AAUP may appeal the decision in writing to the College Grievance Officer, by submitting a Grievance Disposition Reaction Form or a document containing substantially the same information as contained in a Grievance Disposition Reaction Form.
 - (v) At its sole discretion, the AAUP shall decide whether to advance the grievance to step two of the procedure, or to appeal directly to arbitration at step (D)(4) of this article.
- b. *Step Two: The College Grievance Officer*
- (i) Within eight (8) days of receipt of the written grievance appeal, the College Grievance Officer shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
 - (ii) The College Grievance Officer shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days after the meeting. Should the disposition be negative, the College Grievance Officer shall include written details of the reasons which support the disposition.
 - (iii) Within thirty (30) calendar days after receipt of the College Grievance Officer's written disposition, the AAUP may appeal the College Grievance Officer's decision to arbitration.

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- (iv) The AAUP, at its sole discretion, shall decide whether or not a particular grievance shall be submitted to arbitration. The AAUP shall indicate its intention to appeal to arbitration by submitting such intention in writing to the College Grievance Officer.

4. Arbitration

- a. Should the AAUP submit to the College Grievance Officer an appeal to arbitration, the representatives of the College and the AAUP shall meet within ten (10) days to select an arbitrator by mutual written consent or to request either the American Arbitration Association or the Federal Mediation and Conciliation Service to supply them with a list of seven (7) names from which they will select an arbitrator. In the event that the parties cannot agree on which agency to ask for a list of arbitrators, the American Arbitration Association shall be used.
- b. Within seven (7) days of receipt of the list of arbitrators, the College and the AAUP shall, by the alternate striking of names, select an arbitrator.
- c. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement.
- d. The terms of this Agreement shall not be subject to arbitration.
- e. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement. The decision of the arbitrator shall be binding on both parties.

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- f. The arbitrator shall have no authority to resolve any issue not submitted to him or her.
 - g. All fees and expenses of arbitration shall be equally divided between the parties.
5. At any time during the Formal Grievance Procedure, the parties may, by mutual written agreement, attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process, such as Grievance Mediation. Should such an option be agreed to, time limits in the normal Grievance Procedure shall be held in abeyance during the ADR process. Any costs incurred shall be shared equally by the parties.

Article V

Administration Rights

A. Subjects of Collective Bargaining

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

B. Rights of Administrators

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

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

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7. Determine the overall mission of the College as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the College as a governmental unit.

The Administration is not required to bargain on subjects reserved to the management and direction of the College except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining Agreement. The AAUP may raise a legitimate complaint or file a grievance based on the collective bargaining Agreement.

Article VI

Faculty Involvement in the Governance of the College

A. College Governance

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

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

1. The Administration and the AAUP value the significant contributions the Faculty make to the College, and recognize that the Faculty has significant day-to-day responsibility for making recommendations on fundamental academic matters, including, but not limited to, curriculum, academic advising, subject matter and methods of instruction, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process. On such matters, final decisions are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. Should the Administration's decision be contrary to the faculty recommendation, the reasons for the decision, as well as the reasons for rejecting the faculty recommendation, will be communicated in writing.

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2. The Administration and the AAUP recognize the Faculty Senate as the primary means through which the Faculty makes known its recommendations on those academic matters for which it has significant responsibility.
 - a. The Faculty Senate shall establish appropriate standing committees and ad hoc committees to make known its recommendations regarding those academic matters for which it has significant responsibility. Current standing committees include the Academic Policies and Curriculum Committee (APCC), the Tenure Committee, the Cooperative Education Committee, the Academic Technology Committee, the Sabbatical Review Board, and the Professional Development Committee. The College President may appoint appropriate administrators and staff members to such committees as long as the number of administrators and staff members does not exceed one-third of the number of members of the committee. The program, area, and/or department chairs and general faculty of the academic divisions may, in cooperation with divisional academic administration, establish such agencies or committees as may be necessary for appropriate faculty participation in the government of the academic divisions.
 - b. Any College-wide committee or Quality Management Team which is intended to address curriculum, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process shall have a majority of appointments by the Faculty Senate. The College President may make recommendations to the Faculty Senate for faculty appointments to such committees and Quality Management Teams, and the Faculty

Senate will give due consideration to those recommendations.

- c. The Faculty Senate President (or designee) shall earn 4 workload units per academic term for his/her responsibilities as President.
3. Each Dean will create a "Council of Chairs" which shall meet regularly to provide assistance in leading the division.

C. Advisory Role of the Faculty in Non-Academic Decision-Making

1. The Administration and the AAUP recognize that the Faculty has a direct and compelling interest in College issues including, but not limited to, long- and short-range planning, priorities in the deployment of financial resources, acquisition and use of existing physical and human resources, institutional self-study, and marketing, public relations, and recruiting activities.
2. The Administration and the AAUP agree that College-wide committees and Quality Management Teams established to make recommendations on such issues, and any such committees established during the period of this Agreement, shall include at least one-third appointments of the Faculty Senate.
 - a. The College President may make recommendations to the Faculty Senate for faculty appointments to such committees and Quality Management Teams, and the Faculty Senate shall give due consideration to those recommendations.
 - b. It is understood that this provision shall not apply to strictly administrative committees such as the Deans' Council and the President's Cabinet.

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- c. The Administration shall create a budget advisory team, consisting of no more than fifteen (15) members, which shall provide on-going input into the College's budget-building process. Five (5) members of this team shall be appointed by the Faculty Senate, one each from the Humanities & Sciences Division, the Business Technologies Division, the Information/Engineering Technologies Division, the Health and Public Safety Division, and one from either the Admissions and Counseling Division or the Library.

D. Program Retrenchment

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

E. Selection and Appointment Procedures

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

1. Definitions – For purposes of this Article, the following terms are defined:
 - a. Search – The process of attracting applicants for a vacant position.
 - b. Screening – The review of applicants to determine qualified candidates for a position.

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- c. Selection – The final decision in the hiring process.
 - d. New Position – An approved position not currently reflected in the budget complement.
 - e. Vacant Position – An approved position which is reflected in the budget complement, which may have been vacated due to death, resignation, retirement, non-renewal, termination, or reassignment.
 - f. Full-time Faculty (Bargaining Unit) Position – A full-time position represented in the bargaining unit by AAUP as defined in Article I.
 - g. Academic Administrator – The Academic Vice President, Divisional Deans, Assistant Deans, Directors of Academic departments, or such equivalent positions as may be established.
 - h. Position Description – A written job description that outlines the duties and responsibilities of a position, kept on file and for public record for each position at the College. Generic descriptions of similar positions may be used where applicable.

When a new position is created, the hiring manager, in conjunction with the Director of Human Resources, shall create a position description, subject to the approval of the appropriate hiring manager. In the case of new faculty positions, the Dean shall consult with the faculty Program Chair, other program faculty, and other appropriate divisional stakeholders, in developing the position description.

- i. Screening Committee – The committee responsible for screening, interviewing, and recommending candidates for open or vacant positions. When there is an opening for a new position, or for filling a vacant position, a Screening Committee shall be established.

Such committee, in conjunction with the Human Resources Department, shall review applications to determine qualified candidates; it shall establish a process for interviewing candidates; and it shall make recommendations regarding which, if any, candidates should be interviewed by the hiring manager.

- j. Internal Search – A search conducted within Cincinnati State Technical and Community College. Eligible candidates are current employees of the College or part-time adjunct employees who have been in the employ of the College within the last year.

2. Faculty Members of the Bargaining Unit

- a. Each Division’s Council of Chairs will make recommendations to the Division Dean or Director when it feels that there is a need for a new faculty position.
- b. The faculty in the department/division in which an opening occurs shall consult with the Human Resources Department regarding the position description and the recruiting sources for the search. The appropriate Vice President will determine the position description and the recruiting source. An internal search shall be exhausted before any external search begins.
- c. A Screening Committee shall be appointed consisting of five (5) members. Three (3) of these members shall be appointed by the Faculty Senate, preferably from the affected program/area/cluster/department. Two (2) of these members shall be appointed by the Human Resources Liaison, in consultation with the hiring manager. When appointing members of the committee, the parties recognize their obligation for non-discrimination and affirmative action as set forth in Article II.

In

consultation with the Human Resources Liaison, the Screening Committee shall review applications, determine a pool of qualified candidates, interview the candidates, and make its recommendations to the hiring manager.

If the candidate(s) recommended by the Screening Committee are all rejected by the hiring manager and/or the President, the committee shall be informed and the process re-opened.

If a member of the Screening Committee appointed by the Faculty Senate is on his/her term off during such time the Screening Committee is reviewing applications, determining the pool and interviewing, the Faculty Senate shall, within 10 days, appoint a new member. If the Faculty Senate is unable to do so, the committee shall proceed with fewer members. If a member of the Screening Committee appointed by the Administration is on vacation or otherwise unavailable during such times as the Screening Committee is reviewing applications, determining the pool and interviewing, the Administration shall, within 10 days, appoint a new member. If the administration is unable to do so, the committee shall proceed with fewer members.

- d. The parties recognize that adjunct faculty are not members of the bargaining unit. However, because adjunct faculty work closely with department faculty and Program/Area chairs, adjunct faculty assignments shall be made with the advice from the Program, Area, or Department Chairs of the academic division in which the adjunct will be assigned. If an adjunct is assigned over the written objection of the chair, the reasons shall be communicated to the chair.

3. Academic Administrators

- a. Whenever an academic administrative position, as defined above, is to be filled, the College shall so inform the Faculty Senate.

Subject to the goal of the College promoting diversity in the workforce through affirmative action, as provided in Article II(B) of this Agreement, the College and the AAUP support a policy of promotion from within. For any academic administrative position that is to be filled, an internal search shall be conducted before any external search is begun.

- b. In order to insure faculty input in hiring of academic administrators, a five-person Screening Committee shall screen all applicants. The Faculty Senate shall appoint two (2) members of the committee, and three (3) members shall be appointed by the Administration.

In consultation with the Human Resources Liaison, the Screening Committee shall review applications, determine a pool of qualified candidates, and make recommendations to the hiring manager. If the candidate(s) provided by the Screening Committee are all rejected by the hiring manager and/or the President, the committee shall be informed and the process re-opened.

If a member of the Screening Committee appointed by the Faculty Senate is on his/her term off during such time the Screening Committee is reviewing applications, determining the pool and interviewing, the Faculty Senate shall, within 10 days, appoint a new member. If the Faculty Senate is unable to do so, the committee shall proceed with fewer members. If a member of the Screening Committee appointed by the Administration is on vacation or otherwise unavailable during such time as the Screening Committee is reviewing applications, determining the pool and interviewing, the Administration shall, within 10 days, appoint a new member. If the Administration is unable to do so, the committee shall proceed with fewer members.

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- c. In conducting its annual evaluation of academic administrators, the College shall seek faculty input.

4. The President

Joint effort of the most critical kind must be taken when the College needs to choose a new president. The selection of a chief administrative officer should follow upon cooperative search by the Board of Trustees and the faculty, and such other persons as the Board of Trustees determines to be appropriate, taking into consideration the opinions of others who are appropriately interested.

When the Board of Trustees conducts a search for a new College president, the Faculty Senate shall be permitted to appoint at least three faculty members to participate in the search process.

In conducting the annual evaluation of the President, the Board of Trustees shall seek the input of faculty.

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

- a. New Positions – New positions shall be requested and justified as part of the annual budget-building process, whenever possible. For faculty positions, the Faculty Senate may advocate for new positions. A decision for or against approval of new positions shall be communicated as soon as is reasonably possible, but not later than the beginning of the new academic year.

Occasionally, it may be appropriate to recommend the creation of a new position within a budget year for immediate appointment. In such instances, the hiring manager shall make a request to the Executive Team for approval. A decision regarding approval or disapproval shall happen within 30 days of the written request of the hiring manager.

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- b. Vacant Positions – If through death, resignation, retirement, termination, or reassignment of the incumbent, a position becomes vacant, the hiring manager, within 30 days and in consultation with appropriate divisional or department stakeholders, will decide whether to recommend to the Executive Team elimination of the position, maintaining the position and appointing a new individual to it, holding the position for future consideration, or creation of a different or modified position in its place. When such a recommendation is made, it shall be approved or disapproved within 30 days.
 - c. Anticipated Vacancies – All full-time bargaining unit employees who are considering retirement or resignation shall notify the College in writing of such decision as soon as is reasonably possible. When the hiring manager learns of a possible vacancy, he/she shall consult with the appropriate divisional or department stakeholders to determine what to do about the vacancy, including the possible publishing of notices regarding “Anticipated Vacancies.” Requests to fill or not to fill the position, or create an alternative position in its place, shall be made with as much lead time as possible, to allow for effective screening and a seamless transition.
 - d. Failed Search – Should a newly hired academic administrator terminate within 90 days, or in the case of a faculty member, within the period for non-renewal in the first year, it shall be assumed that another approval for the position is not required.
6. The Search Process for Bargaining Unit and Academic Administrator Positions
- a. The Screening Committee – Once a position has been approved for selection and appointment, a
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Screening Committee appropriate to the position being filled shall be established in accordance with paragraph E(2)(c) or paragraph E(3)(b) of this Article.

The committee, with all members present, shall meet prior to the close date of the search to receive orientation on the search, select a chair, and develop an interview process. The Human Resources Department shall convene the first meeting. Every effort shall be made to schedule meetings at mutually convenient times.

- b. Determining Expectations – The Screening Committee shall consult with the hiring manager, the Human Resources Department, and the appropriate executive level administrators to clarify expectations for the position to be filled and to establish the profile of the ideal candidate the Committee seeks.

The Screening Committee shall keep in mind that the College is committed to creating and maintaining diversity in its employee group and it shall therefore establish clear guidelines for consideration of race, ethnicity, gender, disability, and other factors which may have an impact on the diversity of the workforce.

- c. Determining the Scope of the Search – The Human Resources Department, in consultation with the hiring manager, shall determine where and how the position opening shall be announced and/or advertised and whether travel expenses will be necessary for any candidates. The Human Resources Department will also consult with the committee and other interested stakeholders to obtain suggestions relative to recruiting sources. Candidates will be asked to submit their resumes

and letters of interest to the Human Resources Office for transmittal to the Committee.

- d. Initial Review of Responses – The Human Resources Office shall collect all resumes and other relevant application materials which were submitted in response to the open position and shall submit copies of all materials to each member of the Screening Committee. In the alternative, the Human Resources Department may make copies of all materials as electronic files, available on line for access by all committee members.

The Human Resources Department shall send a letter to the candidates acknowledging receipt of their resumes and letters of interest and other relevant application materials and give them a timeline for the search.

The Screening Committee shall screen the applicants to determine which, if any, candidates it wishes to interview. It will send this list to the Human Resources Department, along with a schedule for conducting interviews. The Human Resources Department shall contact the candidates and arrange an interview schedule and any travel arrangements necessary. The Screening Committee may decide to interview candidates by telephone, videoconference, or other means.

At the request of the Screening Committee, the Human Resources Department shall verify the credentials and/or check the references of the candidates being considered for referral to the hiring manager and may do so at any point during the process.

The Screening Committee, in conjunction with the Human Resources Department, shall make appropriate arrangements for hosting candidates. If the Screening Committee determines that there

are no viable candidates in the pool of resumes, it shall so advise the Human Resources Office and may recommend that the search be re-opened.

7. The Initial Interview Process for Bargaining Unit and Academic Administrator Positions
 - a. The Human Resources Department will assist the Committee with training and understanding of EEOC or affirmative action legalities and other obligations of the employer.
 - b. The Screening Committee, in consultation with the Human Resources Department, shall determine the process it wishes to use to interview candidates.
 - c. The Screening Committee shall conduct its interviews and shall make its recommendations to the hiring manager, with a copy to the Human Resources Director. The Committee may wish to recommend that the hiring manager interview one or more candidates, and it shall communicate, at its discretion, a description of the relative strengths and weaknesses of the candidate(s) it wishes to submit. The Screening Committee may recommend that there is no viable candidate to send forward and that the search be re-opened.
 - d. The Chair of the Screening Committee shall submit to the Human Resources Office a list of the candidates whom the Committee eliminates from consideration, and the Human Resources Department shall send to those candidates letters of rejection.

8. Subsequent Interview Process for Bargaining Unit and Academic Administrator Positions

The hiring manager shall interview the candidate or candidates sent forth by the Screening Committee. Having interviewed the candidate(s), the hiring manager may recommend making an offer of employment. Upon such recommendation, the candidate shall be interviewed by the appropriate Vice President and/or the President of the College.

If the hiring manager or the Vice President or the President shall find none of the candidates submitted to be suitable, he/she will communicate the reasons for the unacceptability of the candidate(s) to the Director of Human Resources and the Chair of the Screening Committee, and the search shall be re-opened.

9. Making the Offer for Bargaining Unit and Academic Administrator Positions

If the hiring manager, the appropriate Vice President, and the President decide that a candidate should be made an offer of employment, the Human Resources Department shall consult with the hiring manager to determine what salary and other compensation should be offered. All offers shall be tendered by the Human Resources Department. Offers made for faculty positions shall include a copy of the current collective bargaining Agreement.

If a candidate is given an offer of employment with the College and turns it down, or is otherwise not willing or able to fill the position, the hiring manager and/or the Vice President or the President may consider offering employment to one of the other candidates in the pool of candidates initially interviewed by the hiring manager. If no such candidates are available, the search will be re-opened.

Article VII

Compensation

A. Current Faculty Members

1. Effective with the beginning of the Early Fall 2005 term the base salary of all bargaining unit members shall be increased by three and one half percent (3.5%).
2. Effective with the beginning of the Early Fall 2006 term the base salary of all bargaining unit members shall be increased by an additional three and one half percent (3.5%).
3. Effective with the beginning of the Early Fall 2007 term the base salary of all bargaining unit members shall be increased by an additional three and one half percent (3.5%).

B. Increase in Compensation for Earning Tenure Status

The base salary of any faculty member who is awarded tenure during the term of this Agreement shall increase by two percent (2%), effective with the next pay period after the award of tenure.

C. Longevity Pay

1. Upon completion of eight (8) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.051 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

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2. Upon completion of ten (10) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.082 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
 3. Upon completion of fifteen (15) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.115 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
 4. Upon completion of twenty (20) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.148 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
 5. Upon completion of twenty-five (25) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.182 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
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D. Overload, Professors Emeriti, and Retirees

Those members of the bargaining unit who work an overload or those former faculty members who are recognized by the College as Professors Emeriti as of September, 1990, and all members of the bargaining unit who retire in good standing after September 1, 1990, with fifteen (15) or more years of service to the College who perform adjunct work shall be paid on the following basis:

1. For work for the duration of this Agreement:
 - a. For a three-contact-hour course \$1,563
 - b. For a four-contact-hour course \$2,084
 - c. For a five-contact-hour course \$2,605
 - d. Compensation for one or more overload units shall otherwise be per unit \$521.

E. New Faculty Members

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

Year	Bachelor's Degree Or Equivalent	Master's Degree Or Equivalent	Doctorate Or Equivalent
2005-06	\$43,620	\$47,746	\$51,871
2006-07	\$45,147	\$49,417	\$53,686
2007-08	\$46,727	\$51,147	\$55,565

F. Appointment of Administrators to Faculty Positions

With the exception of those individuals named in Board of Trustees Resolutions 91.24 and 95.45, any current administrator or future administrator who is granted faculty tenure during the period of this Agreement and who is subsequently appointed to

a faculty position within the bargaining unit shall earn a faculty base salary that is no greater than that of the highest paid faculty member with similar years of service and credentials.

G. Mileage Reimbursement

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

Article VIII

Workload

A. Work Days

Members of the bargaining unit who are counselors, admissions counselors, industry relations coordinators, the coordinator of catalogue services (Library), the coordinator of information service (Library) and the Instructional Designer will work 180 days annually on a flexible time off schedule. Days off and work schedules will be arranged in conjunction with, and approved by, the dean and will include a minimum of two consecutive weeks off if requested by the member of the bargaining unit.

B. Workload Units

Members of the bargaining unit whose work will be measured in units are instructors and those instructors who have assignments in addition to instruction, including program chairing duties. Workload for each member of the bargaining unit whose work is measured in units shall not exceed sixteen (16) workload units per term to a maximum of sixty-four (64) during the four (4) contract terms of any contract year unless agreed upon by the faculty member. Compensation for courses or other faculty responsibilities which cause a faculty member's load to exceed 16 units per term shall be paid within the term in which the overload is incurred. The faculty member may agree to waive such additional compensation as trade-off against a lighter workload in subsequent terms. The load may exceed sixty-four (64) units to a maximum of four (4) additional units, with the faculty member being compensated for each additional unit at the contractual overload rate for a one-contact-hour course. Such compensation shall be due and payable at the end of the academic year.

C. Course Maximums

For faculty members whose workload is based on course counts, the maximum number of courses that any instructor may be assigned shall be five (5) per term to a maximum of eighteen (18) courses per year. If a faculty member agrees to assume additional faculty responsibilities over and above the five courses, those courses (or those units above five courses) shall be compensated as overload, such compensation to be due and payable within the term in which it was incurred. If a faculty member teaches more than eighteen (18) courses per year, compensation for the additional course(s) or other faculty duties shall be due at the end of the academic year. Eighteen courses shall be considered a full-time workload, beyond which the assignment of any faculty responsibilities other than instruction shall be considered overload and shall be compensated accordingly.

D. Program Chair and Area Chair Units

In calculating workloads all Program and Area Chair units shall be counted first. If a course sends a faculty member's workload above the 16-unit maximum for an academic term, or the 64-unit annual maximum, the faculty member shall be compensated at the contractual overload rate for the entire course, unless the faculty member agrees to take on such overload without additional compensation as a trade-off against a lighter workload in subsequent terms. Such compensation shall be paid within the term in which the overload is incurred.

E. Workload for New Faculty

New faculty members who begin work after the conclusion of the Early Fall Term shall not be eligible for a term off until the next academic year. New faculty who begin work in the Late Fall Term shall have workloads not to exceed the workload maximums above. Those who begin work in the Winter Term, shall have workloads not to exceed seventy-five (75) percent of the above annual maximums. Those who begin work in the

Spring Term shall have workloads not to exceed fifty (50) percent of the above annual maximums. Those who begin work in the Summer Term shall have workloads not to exceed twenty-five (25) percent of the above annual maximums.

F. Workload and Sabbatical

Faculty members who are on sabbaticals or other approved leaves shall have their maximum annual workloads reduced by 25 percent per term of such leave.

G. Annual Projection of Workload

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

Note: It is understood that the needs of the students and the curriculum require that this projected workload remain flexible. The intent of this provision is that the division dean and the faculty member have a shared understanding of term-to-term as well as annual workload, including determining which units below 16 (or which courses) in a particular term might, from time to time, constitute an overload. Deviations from the projected workload shall occur with the understanding of both the division dean and the faculty member. Faculty members shall be informed of their term assignments and schedule as early as is reasonably possible.

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

For classes assigned by the administration as part of regular workload, at least eleven (11) hours shall have

elapsed from the end of the last assignment of one day to the beginning of the first assignment of the next day, unless agreed upon by the faculty member.

H. Workload Unit Assignment

Units shall be awarded as follows:

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

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

- a. Faculty members whose clinical or cooperative education responsibilities require on-site student instruction shall receive one (1) workload unit for each contact hour of such clinical instruction.
- b. Faculty members whose clinical or cooperative education responsibilities include duties other than direct student instruction shall receive .33 workload units for each student enrolled in such clinical or cooperative education experience.

I. Requests for Overload

Full-time faculty may request overload duties beyond the assigned workload and will be given reasonable consideration in the assignment of overload responsibilities. Full-time faculty members shall be given preference for overload for courses which, within two (2) calendar weeks prior to the start of an academic term, are still listed as "TBA."

J. Office Hours and Availability

1. A faculty member whose work is measured in units must also be available for eight (8) in-the-building office hours per week. Faculty members teaching online courses may utilize up to two of the eight required office hours to conduct virtual office hours. The virtual office hours may be conducted on or off campus. An instructor is expected to spend the remainder of the week preparing to teach, grading exams, setting up labs (it is understood, however, that certain labs which require additional time or attention because of the need for fresh material or specific faculty attention, may require special project units as described in (H)(3) of this article), interacting with students and prospective students, doing committee and accreditation work, and performing other functions typically performed by college faculty.
2. In addition to the eight (8) office hours, Program Chairs and Area Chairs, in consultation with their Deans, will develop mutually agreeable methods through which they will establish their availability for the remainder of the week.

K. Program Chair Duties

1. Each program chair, "cluster" chair, department chair, or area chair will receive four (4) workload units each term for his or her work as chair, and shall not be assigned more than four (4) classes in any one term.

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- a. The four (4) workload units assigned to program chairs shall be considered the “base.”
 - (i) the “base” of four (4) units assumes a program or a “cluster” of a size of up to and including forty (40) students registered in the program, not counting students in pre-technology status.
 - (ii) the program earns one unit for each official “option” or “major” published in the College Catalogue over and above the base program or “cluster.”
 - (iii) if a program is larger than 40 FTEs, the program earns one additional unit for the forty-first (41st) student up to a size of 60, and an additional unit each time a threshold of 20 FTE students is crossed.
 2. Whether an area chair or department chair requires additional units over the base of four (4) depends on the particular duties and responsibilities of that position. Such factors as how many full-time faculty fall under the auspices of an area or department chair, how many adjunct faculty are associated with the area or department, how many sections are taught during any given academic term under the auspices of the area or department, and how many separate courses are offered under the auspices of the area or department may be reasons to assign additional workload units. The Dean may assign special project units for these additional responsibilities. In calculating such additional units, the Dean shall use the guidelines set forth in the Memorandum of Understanding at Appendix V.
 3. Whether a certificate director receives additional units above the one described in (K)(1)(a)(ii) of this Article is dependent on the size and nature of the certificate program and the duties and responsibilities attached to the

certificate program. The Dean may assign special project units for these additional responsibilities.

4. Where, upon agreement of the program chair, the division dean and the affected other faculty members, the duties of program chair are divided between or among two or more people, workload units for that program shall be divided among those performing the duties.
5. For purposes of this Article, FTEs shall be defined as the average number of FTE students registered in a program on the fourteenth (14th) day of the previous five terms, beginning with the Summer Term and ending with the Spring Term, not counting students in pre-technology status. Each academic term, the Administration shall supply to the Program Chairs a list of the names of all students registered in their programs and the students' status as either full admits or pre-tech admits. The Program Chairs shall work with the Administration to insure the accuracy of the data.

L. Cooperative Education Coordinators

1. Cooperative Education Coordinators will work 180 days during four of the five academic terms, said days to be arranged by the Dean in consultation with the faculty member. Workdays may be assigned between terms, and time off provided during terms. To identify their term "off," cooperative education coordinators shall consult with their deans or deans' designees by June 1 of each year, as provided in Paragraph G of this Article.
2. Maximum annual co-op registrants (as counted on the 14th day of each term) in the four (4) terms with the highest number of registrants, shall be 250. Overload shall be paid for all co-op registrants over 200 at the rate of .33 workload units per registrant.

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3. By mutual consent, a faculty member and the College may agree that a faculty member will work as a cooperative education coordinator during the faculty member's term off. For a faculty member who works the "off" term, the faculty member and his or her Dean shall, by fifty-five (55) days prior, identify and agree upon thirty (30) work days within the off term. For those thirty (30) days, the faculty member shall be paid at the rate of ten (10) overload units. For each registrant above 50 during that off term, the coordinator shall be paid at the rate of .33 workload units per registrant.
 4. For coordinators who are assigned instructional or program chair duties, the annual four-term co-op registrant maximum load of 250 and the overload minimum requirement of 200 shall be reduced by a percentage equal to the number of annual instructional, program chair, or other units divided by sixty-four (64).

**M. FACT Committee Assignment–
Industry Relations Coordinators**

The Parties agree that the FACT committee shall re-examine the Memorandum of Understanding regarding Industry Relations Coordinators and shall attempt to reach a new agreement clarifying the duties and responsibilities and workload ramifications of said positions.

Article IX

Electronically Purveyed Methods of Instruction

A. Definitions

The Parties recognize that advances in technology within the term of this contract may allow for the development of technologically innovative methods of instruction, including, but not limited to, electronically-purveyed methods of instruction through live or recorded audio and/or visual presentations and material using direct signal or cable, transmission by telephone lines, fiber optic lines, digital and/or analogue video tape, audio tape, CD-ROM, Internet, E-mail, or other electronic means now known or hereafter developed (referred to herein as "EPMI").

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

B. Mutual Interest in EPMI

The College and the AAUP recognize the value of such technologically innovative methods of instruction and agree that there is mutual interest in further developing these alternative techniques for reaching a broader spectrum of the potential students in the community. Faculty are encouraged, but not required, to participate in developing and delivering courses using electronically purveyed methods of instruction (EPMI), and the College will endeavor to support the faculty members who wish to incorporate innovative alternative technologies in their pedagogical approach, as follows:

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1. In furtherance of the above enumerated objectives, faculty members are hereby encouraged—but not required—to develop and/or deliver courses utilizing EPMI.
 2. A faculty member who desires to develop EPMI methods of instruction shall consult with the appropriate dean or director to arrive at a written agreement which details the scope of the EPMI material to be developed, a schedule for completion, and the terms and conditions of ownership of any intellectual property rights in the materials developed. This agreement shall also identify the number of special project workload units to be assigned for the development of the EPMI material. In no instance shall the special project workload units assigned be fewer than the unit-value-plus-one workload units of the course contemplated. As a condition for an agreement regarding the development of an EPMI course, the College shall offer and the faculty member shall undergo at least one training session regarding the College’s “platform” for delivery of EPMI. The Vice President of Academic Affairs must approve this agreement.

NOTE: The purpose of this provision is that the faculty member and the dean or director have a shared understanding in advance of the terms and conditions associated with the development and delivery of EPMI courses. Nothing herein shall be construed as limiting faculty members from developing course materials using EPMI methods simply because the same or similar course has already been developed by another faculty member. Faculty members may agree with the dean or director that their course materials, in whole or in part, may be shared with other departmental faculty or with adjunct faculty, and the agreement may provide for royalties paid to the faculty member for use of such materials, provided that the terms or conditions of such agreements be in writing.

Course materials developed using EPMI methods shall conform to the usual departmental course standards, just as traditional, non-EPMI courses do.

From time to time, the College may change the standard technology used to disseminate EPMI course materials. In that case, the faculty member and the dean or director will come to a shared understanding as to what additional workload units, if any, will be necessary to accomplish the modifications required.

3. Except as modified by the written agreement referenced in Paragraph B(2), a faculty member who develops such electronically-purveyed courses shall have the right of first refusal for delivering such courses, in consultation with the appropriate divisional dean or director.
4. Appropriate “class” capacities and maximum student enrollments in electronically-purveyed courses shall be established by the appropriate divisional dean or director, in consultation with the appropriate divisional faculty. Nothing precludes other faculty from developing their own EPMI course materials for another or different version of the same EPMI course. It is understood that the College could choose to offer several versions of the same course simultaneously using EPMI methods.
5. A faculty member who develops, creates, makes, or originates EPMI materials shall retain in perpetuity the sole and exclusive rights to all such property, to the extent permitted by law, except as specifically modified by written agreement in advance, as described in B(2) of this Article.

C. Intellectual Property

1. Scope

This section sets forth the rights and obligations of the Parties hereto as to intellectual property rights of the

College and of the members of the bargaining unit, in any materials comprising EPMI material as described in Section A above, such rights to include, but not to be limited to, rights in intellectual property that are the subject of protection under applicable laws pertaining to copyright, patent, trade secret, trademark, service mark, and all other intellectual property rights.

2. Definitions

a. Copyright/Copyrightable

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

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

b. Intellectual Property

Any trademark, service mark, trade secret, copyrightable, or patentable matter or any intellectually created tangible thing, matter, or work of authorship, including, but not limited to, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work

papers, lectures, inventions, discoveries, musical and/or dramatic compositions, published or unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio material, computer programs, live video and/or audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art, and any other original work recorded, fixed, or otherwise embodied in any medium.

c. Patent/Patentable

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

d. Trademark/Trademarkable

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

3. Presumption of Ownership

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

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

opment obligations and the College's exclusive ownership.

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

4. Use of Funds from Sale of Intellectual Property

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

D. Development Obligations

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

Article X

Benefits

A. Benefits Programs

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

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

B. State Teachers Retirement System

Membership in the State Teachers Retirement System (STRS) or the College's approved Alternate Retirement Plan (ARP) is mandated for all employees of the College who meet the eligibility requirements of the STRS as established by state law. Within the STRS regulations, the College arranges that employ-

ee contributions are deducted before state and federal taxes are calculated.

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

C. Tuition Waiver

See Article XIII.

D. Tuition Reimbursement

See Article XIII.

E. Sick Leave/Personal Leave

1. Each member of the bargaining unit who is regular full-time, in an active pay status, is eligible for ten (10) days of sick leave and three (3) days of personal leave annually. No member of the bargaining unit shall lose the accumulated allowance of unused days of sick leave/personal leave by reason of having been absent for a period without pay, nor shall the employee accumulate any additional days of allowance during the absence. Faculty members needing to use sick/personal days shall fill out the requisite forms according to official College procedures.
2. Sick Leave Bank (SLB). The College shall maintain a sick leave bank (SLB) to provide additional sick leave to College employees who have exhausted their accumulated sick leave and otherwise qualify for it.
 - a. A bargaining unit member must have accumulated at least thirty-five (35) days to be eligible to contribute to the SLB. A bargaining unit member may contribute to the SLB by directing the Human Resources Office, in writing, the contribution of a

minimum of one (1) day and a maximum per year of ten (10) days of the member's accumulated sick leave. All sick leave time donated to the SLB is not refundable.

- b. When the balance in the SLB becomes less than fifty (50) days, the Human Resources Office will notify the AAUP, who will call for donation of additional sick leave from bargaining unit members.
- c. Any College employee who has fewer than ten (10) days of accumulated sick/personal leave and who anticipates the need for more sick leave than he/she has available may submit a request to the Human Resources Office for the transfer of sick leave time from the SLB to the employee.
- d. The maximum length of time available from the SLB to any College employee in response to an application is one hundred and sixty (160) hours. Additional extensions may be made if the sick leave time transferred in response to an application proves to be insufficient up to a total of three hundred and twenty (320) hours in a twelve month period. At no time may the Human Resources Office transfer more sick leave time from the SLB than is available in the bank.
- e. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, primary caretaking; including persons living in the employee's household. Conditions caused by incidents covered by workers' compensation are not eligible for SLB time.
- f. College employees currently receiving disability benefits are not eligible for time from the SLB.

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

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

1. The College shall provide a “cafeteria” style plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to “purchase” the following benefits on the following basis during the duration of the contract:
 - a. Ninety-five percent (95%) of the cost of Anthem Blue Preferred health insurance coverage, with the office visit co-pay set at \$15 and the three-tier prescription drug co-pays set at \$10/\$20/\$30.
 - b. The total cost of the current dental plan coverage.
 - c. The total cost of vision plan coverage as provided by the Vision Service Plan (VSP) Plan B.
 - d. The total cost of the short-term disability coverage for the employee only.
 - e. The total cost of the Employee Assistance Plan.

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

native health care plan) the employee must pay the difference, through payroll deduction.

A bargaining unit member may revise his or her election upon a change in family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars, which they may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of the premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed for the term of this agreement at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$262.43 bi-weekly for a family-eligible employee taking single coverage. An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not decline coverage in the Employee Assistance Program and must enroll in some version of the vision plan.

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

2. Open Enrollment

An open enrollment period shall be established during the sixty (60) day period immediately following the signing of this Agreement during which members of the bargaining unit may choose their provider. There shall be an open enrollment period each year of the Agreement.

G. Group Term Life Insurance

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

H. Free Parking

Parking shall be provided for members of the bargaining unit.

I. Cash Payment for Sick/Personal Leave

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

1. Allow the balance to remain intact for possible future need. (Accumulate it.)
2. Convert up to one-half of the unused balance for the year into a cash payment computed as .00278 times the current annual salary times the number of eligible days.

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

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

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

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

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as .00556 times the employee's current annual salary at separation, times the number of eligible days.

Any member of the bargaining unit having ten (10) or more years of continuous full-time employment with Cincinnati State Technical and Community College who permanently leaves employment at Cincinnati State Technical and Community College shall be entitled to convert accumulated sick leave to a maximum of 65 days at the rate of one (1) day for every three (3) days of accumulated sick leave into a lump sum payment upon the effective official day of retirement. This provision applies only to employees hired before January 1, 1988. Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of STRS and are eligible to draw retirement benefits from the system.

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

Any member of the Bargaining Unit who has converted accumulated sick leave into a lump sum payment who subsequently is employed by another agency, organization, or institution to which accumulated sick leave could be transferred pursuant to

law, shall be deemed to have forfeited all sick days earned at Cincinnati State Technical and Community College and such days shall not be further eligible for transfer.

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

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

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

lated sick leave earned during the period of continuous employment at Cincinnati State Technical and Community College prior to retirement shall be counted.

K. Retirement and Residual Benefits

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

- Tuition Waiver (See Article XIII)
- Free Parking
- Use of College Facilities (library, pool, weight room, etc.)

L. Family Leave

In conformance with the Family and Medical Leave Act (FMLA), the College has adopted a policy providing for leave as that law requires. A copy of that policy, as amended by the parties, is appended hereto.

M. Vacation Leave

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

N. FACT Committee Assignment–Health Insurance Providers

The College and the AAUP recognize the importance of possible changes in the costs of providing appropriate health care insurance to employees. The parties agree to charge the FACT committee with the task of annually examining possible alternatives to the present health care providers in order to save money without lowering the level of benefits afforded to members of the bargaining unit.

Article XI

Severance of Employment Relationship

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

A. Resignation

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

B. Retirement

Retirement does terminate the employment relationship. The benefits attaching upon retirement as well as the procedures necessary to attain them are set forth elsewhere herein.

C. Non-Renewal of Contract

The administration, at its discretion, may terminate the annual appointment of any member of the bargaining unit employed as of the effective date of this Agreement who has completed fewer than four (4) years of full-time service to the College. The administration, at its discretion, may terminate the annual appointment of any member of the bargaining unit employed on or after the effective date of this Agreement who has completed fewer than five (5) years of full-time service to the College. If such a regular appointment is not to be renewed, the President or his or her designee shall notify the affected faculty member in writing no later than April 15.

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

D. Reduction in Force

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

1. Any reduction in force shall take place first among the appropriate adjunct faculty, before full-time faculty
2. Any reduction in force among full-time faculty shall take place in reverse order of seniority. Seniority shall be determined by the date of last hire.
 - a. The Faculty Senate and/or the appropriate Vice President may submit to the College President a statement of programmatic or divisional needs and justifications for exceptions to the seniority list.
 - b. The President shall consider such recommendations and shall forward them, along with his or her own, to the Board of Trustees.
3. The administration shall exert best efforts to find a position at the College for which any tenured faculty member is qualified, either in a related division or in some non-teaching capacity. A tenured faculty member subject to a reduction in force may exercise a right to displace a non-tenured faculty member in an unaffected area, as long as the tenured faculty member is qualified for the position.

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4. This stipulation shall be subordinate to the legal requirements of affirmative action and EEOC regulations.
 5. Should there be a need for additional faculty staffing, the faculty who were laid off shall be offered renewal of their faculty status in reverse order of their termination, provided they possess the necessary qualifications for the open position.
 - a. This obligation shall be honored for two (2) years after dismissal unless the faculty member submits a written release of this right.
 - b. This obligation shall be subject to the legal requirements and EEOC regulations as described above.
 6. There shall be no layoffs due to financial exigency unless the College President, sixty (60) days prior to making his/her recommendation to the Board of Trustees, notifies the Faculty Senate, and the AAUP that a recommendation for such action may be made. The Faculty Senate and the AAUP may offer their advice, recommendations, and alternatives to the College President. The President shall consider those and forward them along with his or her own to the Board of Trustees.

E. Dismissal or Sanctions for Adequate Cause

1. The administration and the AAUP recognize that efforts should be made to prevent serious personnel problems from arising. Whenever possible, disciplinary actions should be primarily corrective rather than punitive. In all instances the dignity of the individual faculty member should be respected.
2. Sanction means a corrective disciplinary action short of dismissal.

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- a. If a member of the bargaining unit's supervisor (division dean or vice president) determines that corrective efforts, such as oral counseling, or in a more serious instance a written reprimand, are necessary, the supervisor shall take that action without resorting to the fact-finding proceedings described in this Article. In the event that a written reprimand is issued, a copy of such reprimand shall be placed in the faculty member's personnel file, and the faculty member shall have the right to place a response to that reprimand in his or her file. The faculty member may appeal directly to the College President to have a written reprimand removed from his or her file. Any sanction requiring suspension of a member of the bargaining unit shall be subject to the fact-finding proceedings of this Article.
 3. Dismissal means a severance action by which the College ends its employer relationship with a faculty member for adequate cause.
 4. Adequate cause means substantial charges directly and substantially related to the fitness of the affected faculty member to discharge professional responsibilities.
 5. Dismissal or sanction proceedings may be instituted for any of the following charges:
 - a. Failure to perform professional responsibilities either through incompetence, persistent negligence, refusal to carry out reasonable assignments, or disregard for the ethics and standards of the profession, as they are outlined in the following paragraphs:
 - (i) Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, they devote their ener-

gies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

- (ii) As teachers, professors encourage the free pursuit of learning in their students. They hold before their students the best scholarly standards of their disciplines. They demonstrate respect for the students as an individual and adhere to their proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects the students' true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from the students. They protect the students' academic freedom.
- (iii) As colleagues, professors have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of the institution.
- (iv) As a member of their institution, professors seek above all to be effective teachers and scholars. Although they observe the stated reg-

ulations of the institution, provided those do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their services, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

- (v) As members of their communities, professors have the rights and obligations of any citizen. They measure the urgency of these obligations in light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression that they speak or act for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- b. Conviction of a felony which renders the faculty member unfit or unable to perform professional responsibilities, or conviction of a crime or misdemeanor which is hostile to the College community.
- c. Fraud or misrepresentation of professional preparation or accomplishments.
- d. Deliberate or grave violation of the rights and freedoms of other members of the College community.
- e. Failure to participate in an approved rehabilitation program by a faculty member whose professional

performance is materially affected by drug or alcohol abuse.

- f. The illegal manufacture or sale of controlled substances, or their possession or use by a faculty member while he or she is on College-owned or controlled property.
- g. The illegal or unauthorized possession or use of firearms, fireworks, explosives, dangerous chemicals, or weapons while on College-owned or controlled property.
- h. Sexual or other forms of harassment.

F. Proceedings For Dismissal Or Sanction for Adequate Cause

1. It shall be the obligation of the College President to initiate dismissal proceedings or sanction proceedings against a faculty member. The President shall notify the affected faculty member of his/her intention to commence dismissal proceedings or sanction proceedings, which notification shall be accompanied by a written statement of specific charges and by a description of the sanction or disciplinary action, including dismissal, recommended by the Director of Human Resources and a copy sent to the President of the AAUP. Within ten (10) days, the affected faculty member will either resign, agree to the sanction described, or agree to a hearing before a Fact Finding Committee.
2. Within the same ten (10) days described in F(1) of this Article, the Faculty Senate shall appoint five (5) members of the bargaining unit to a Fact Finding Committee. None of said members shall be from the same division as the affected faculty member. The AAUP shall appoint a non-voting ex officio member to the committee. Prospective members of the committee who deem themselves disqualified for bias or interest

shall promptly notify the Faculty Senate that they are unable to serve. The affected faculty member may exercise one challenge without stated cause. If the Faculty Senate cannot form a 5-member Fact Finding Committee within ten (10) days of receipt of the President's charges, the Fact Finding Committee shall be composed of all the members of the Faculty Senate Executive Committee excluding those from the same division as the faculty member against whom charge(s) are pending.

3. Pending a final decision by the Fact Finding Committee, the affected faculty member's salary and benefits shall continue in full force and effect. If the President feels that the affected faculty member is unable to discharge his/her regular professional responsibilities, in the interest of the proper functioning of the College, the President may suspend the affected faculty member or assign him/her to other duties in lieu of suspension.
4. The Fact Finding Committee shall begin its preparations for the hearings within five (5) days of its receipt of the President's written statement of specific charges. With appropriate notice to the parties concerned, the Committee may hold joint meetings with the parties to simplify issues, effect stipulations of facts, provide for the exchange of documentary or other information, or achieve such other prehearing objectives as will make the hearing fair, effective, and expeditious. Within five (5) additional days, the Fact Finding Committee shall determine whether there is a prima facie case for proceeding with a hearing. If the Fact Finding Committee should find that there is no prima facie case for proceeding with a hearing, it shall so report in writing to the President. If the President feels there is still a necessity for hearings, he/she shall within five (5) days so report in writing to the Fact Finding Committee, and the Committee shall initiate hearing procedures.

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5. The Fact Finding Committee shall serve notice of hearing with specific charges in writing, at least fifteen (15) days prior to the hearing. The hearing shall commence no later than the twentieth (20th) day after the date of the notification of the hearing, and the hearing shall be completed fifteen (15) days after the commencement of the hearing. The hearing shall be governed by the following rules:
- a. The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from such determination.
 - b. The faculty member shall be entitled to have legal counsel be present and participate in the proceedings.
 - c. Both the administration and the AAUP shall be entitled to participate in the proceedings and may be represented by legal counsel.
 - d. The Committee shall grant reasonable adjournments to enable either party to investigate evidence to which a valid claim of surprise is made.
 - e. A verbatim audio record of the proceedings shall be taken and the administration shall make a copy of the audio tape available to the affected faculty member, at his or her request.
 - f. The burden of proof that “adequate cause” exists rests with the administration and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
 - g. The affected faculty member and the administration shall be afforded a reasonable opportunity to obtain necessary witnesses and documentary evidence.
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- h. The faculty member and the administration shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.
 - i. In a hearing of charges of gross incompetence, the testimony shall include that of qualified members of the Cincinnati State Technical and Community College faculty and/or the testimony of faculty members of other institutions of higher education, and/or the testimony of recognized authorities in the appropriate professional disciplines or programs.
 - j. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence.
 - k. The Committee shall base its findings of fact and its recommendations and decisions solely on the hearing record.
 6. The Fact Finding Committee shall be empowered to recommend dismissal or another remedy which it deems appropriate.
 7. Within five (5) days after the conclusion of the hearing, the Committee shall notify the College President and the President of the AAUP of its findings of fact and its recommendations.
 8. The College President shall transmit the recommendations of the Fact Finding Committee along with his or her own recommendations to the Board of Trustees.
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The Board of Trustees shall at its next regular meeting afford the affected faculty member an opportunity to appear before the Board to provide evidence on his/her own behalf. The Board of Trustees shall consider all of the findings and recommendations and shall within five (5) days put into writing its final decision, copies of which shall be submitted to the affected faculty member, the chair of the Fact Finding Committee, the College President, and the President of AAUP.

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

G. Grievability of Decisions

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

Article XII

Tenure

A. Definition

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

B. Eligibility for Tenure Application

For members of the bargaining unit employed as of the effective date of this Agreement, upon completion of four (4) years of full-time service (as defined by the provision for non-renewal of contract in Article XI (C) (1), members of the bargaining unit shall apply for tenure by October 1 of their fifth year, by provid-

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

1. A recommendation by at least one (1) tenured faculty member within the applicant's division that the applicant be granted tenure.
2. Evidence that the applicant has attained a bachelor's or master's degree or equivalent appropriate certificate relevant to his/her field or area of expertise.
3. Evidence demonstrating recognizable excellence in the applicant's field or area of expertise. To the extent that such information is available to the applicant, this evidence should include, but not be limited to, student, peer, or administrative evaluations, and information from the applicant's Peer Mentoring Committee, appointed by the Faculty Senate.
4. Additional evidence which should include, but not be limited to, the following:
 - a. evidence of professional growth, including possible scholarly publications
 - b. evidence of constructive activities in support of professional associations and societies within the applicant's fields of interest or related areas
 - c. evidence of the faculty member's value to the College, including evidence of performance of pro-

professional responsibilities consistent with professional standards and the mission and objectives of the College. Such evidence may include, but not be limited to:

- student advisement/guidance/recruitment
 - program and curriculum development
 - participation in College committees
 - participation in program or College accreditation activities
 - participation in relevant business or community affairs
5. The process and basis for Tenure must remain flexible to allow for individual uniqueness and creativity in performance. Applicants need not satisfy all the criteria listed above, but will be expected to have records which demonstrate excellence in the performance of their duties.
 6. The evidence submitted by the applicant should be complete as of the time of submission, but can be supplemented if new or clarifying information becomes available during the tenure application review process, up to March 15 of the year in which the Board of Trustees acts upon the final recommendation. Such supplements should be provided to all persons who have reviewed the application as of that point in the application review process.

C. Tenure Committee and Review of Tenure Applications

1. The Dean of the applicant's division shall make a written recommendation regarding the applicant's request for tenure, directly to the Academic Vice President. Prior to making such recommendation, the Dean shall evaluate the submitted materials, as well as the appli-

cant's performance, including annual administrative evaluations which have previously been conducted. The Dean's recommendation shall be made to the Academic Vice President no later than December 15, with a copy to the applicant and to the Tenure Committee.

2. The chairperson of the Tenure Committee shall notify the Academic Vice President and all applicants of the Committee's recommendation by December 15. Such notification shall be in writing. In the event of a negative recommendation, the Committee shall submit a written statement of the reasons for the negative recommendations.
3. Upon receipt of a recommendation by the Faculty Tenure Committee and the Dean, the Academic Vice President, upon reviewing the recommendations and the submitted material, shall, as soon as is reasonably possible, but by no later than February 15, submit to the President a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Dean and the Faculty Tenure Committee.
4. Upon receipt of the recommendations of the Academic Vice President, the Faculty Tenure Committee, and the Dean, the President, upon reviewing the recommendations and submitted material, shall, as soon as is reasonably possible, but not later than March 1, submit to the Board of Trustees a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Academic Vice President, the Dean, and the Faculty Tenure Committee. The President shall submit copies of his or her recommendation to the Faculty Tenure Committee and to the applicant(s).

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5. The Tenure Committee, the Dean, or the Academic Vice President may consider other pertinent information deemed necessary for a complete review of the applicant's eligibility for tenure. Such information must be in written form and be provided to the applicant and all persons who have reviewed the application as of that point in the application review process. The applicant shall be afforded an opportunity to respond in writing to the material no later than ten (10) days after he or she is given a copy of the material or up to March 15, whichever date is earlier. Such responses will be added to the file.

 6. The Board of Trustees shall notify the applicant by April 15 of its decision to award or deny tenure. Such notification shall be in writing. In the event that the decision of the Board of Trustees is contrary to the recommendation of the Faculty Tenure Committee, the Board of Trustees shall put into writing its reasons for such decision.

D. Denial of Tenure

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

Article XIII

Professional Enrichment Programs

A. Tuition Waiver at Cincinnati State Technical and Community College

1. Members of the bargaining unit are eligible to enroll in up to two (2) courses per term at the College without payment of the instructional fee and the registration fee, whether in-state or out-of-state, up to a maximum of eight (8) credit hours per term. The member of the bargaining unit shall pay any lab fees at the time of registration.
2. Spouses, children, and/or dependents of members of the bargaining unit may, whether in-state or out-of-state, receive waiver of the instructional fee, irrespective of the credit load. Other fees must be paid at registration time.
3. Members of the bargaining unit who retire shall be permitted tuition waiver as described for members of the bargaining unit still employed.

B. Reimbursement and Salary Increases for Advanced Degrees

1. The College supports the continued studies for advanced degrees of unit members and/or the continuing education of unit members which contributes to the mission of the College. Requests for such reimbursement must be approved in advance by the appropriate Dean. Should the Dean deny approval, the faculty member may appeal to the appropriate Vice President. The College agrees that upon submission of documented receipts for accredited college tuition and a grade report verifying a grade of "B" or better, a member of the bargaining unit shall receive reimbursement as described herein:

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- a. The College shall establish on an annual contract year basis a pool of \$40,000.00 from which tuition reimbursement shall be paid at the rate of 75% of tuition paid to a maximum of 15 credit hours per individual.
 - b. Any unused portion of the pool shall be carried over from year to year and added to the \$40,000.00 annual pool. If a faculty member is denied reimbursement in any year because the pool has been exceeded, he or she shall be allowed to apply for reimbursement of those non-reimbursed hours in the next contract year and shall be awarded such reimbursement prior to any award to any other individual being made for tuition paid in the new year.
 - c. Faculty members who receive tuition reimbursement shall remain at the College for at least one year following the date of submission of their documented receipts for reimbursement. Faculty members who voluntarily leave the employ of the College prior to one year following the date of any tuition reimbursement for other than bona fide medical reasons shall reimburse the College the amount of said tuition reimbursement.
2. Upon presentation to the Director of Human Resources of proof that a member of the bargaining unit has obtained a master's degree from an accredited institution of higher education, the bargaining unit member's salary shall be increased by six percent (6%) beginning with the next pay period. Upon presentation to the Director of Human Resources of proof that the member of the bargaining unit has obtained a doctorate degree from an accredited institution of higher education, the member of the bargaining unit's salary shall be increased by eleven percent (11%) beginning with the next pay period.

C. Sabbatical Leave

1. A tenured member of the bargaining unit shall be eligible for sabbatical leave. The primary purpose of sabbatical leave is to encourage and to enhance professional growth and effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty members to undertake specific activities involving planned study, research, travel, return to industry, or other approved creative work of benefit to the faculty members and to the College. Each year of this Agreement, the administration shall make available eight (8) academic terms for use as sabbatical leave.
 - a. Leaves may be granted for one (1) or more terms up to, but not more than, one (1) academic year, but the period of the sabbatical may extend over more than one academic year, e.g., include Winter and Spring Terms of one academic year and Early and Late Fall of the next academic year. Leaves shall not be granted for less than one full academic term. Leaves are granted without regard to seniority or the number of years that a member of the bargaining unit has been eligible to be considered for sabbatical leave. If for any reason, less than the total amount of available sabbatical leave is distributed in a given year, such available leaves shall accrue and be added to the leaves available for the following year, to a maximum of one (1) full-time-equivalent faculty member's worth of leave.
 - b. Upon completion of a sabbatical leave, the member of the bargaining unit shall not become eligible again until the completion of an additional five (5) years of service to the College. Five additional years shall be defined as at least four complete academic terms in at least five academic years, subsequent to the last day of the faculty member's prior sabbatical.

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- c. A member of the bargaining unit on sabbatical leave shall be fully compensated. Any wages received by the bargaining unit member for work performed related to the sabbatical, other than an academic stipend, shall be offset against the compensation owed by the College and the bargaining unit member agrees to notify the College of such compensation and provide documentation. The member of the bargaining unit on sabbatical leave shall continue to accrue sick leave, retirement credit, insurance benefits, seniority, and all other benefits as described in this Agreement.

 - d. When a sabbatical leave is granted for purposes other than pursuit of advanced credentials, every 30 days the faculty member shall submit a report to the Dean of his/her progress in the goals established for the sabbatical. By the conclusion of the academic term following completion of the sabbatical leave, the faculty member shall submit a report detailing the attainments achieved, as required by ORC 3345.28. This report shall be sent to the Academic Vice President, to be filed in the College library. Failure to submit this report in a timely manner shall cause the faculty member to become ineligible for any future sabbatical leaves, notwithstanding Article XIII (C)(2)(b) above, unless the faculty member has a bona fide medical reason or other qualifying reason under Appendix I, FMLA, which would necessitate a delay in the submission of this report.

 - e. Upon completion of sabbatical leave, the member of the bargaining unit must return to the College for at least one (1) full year of professional service. Faculty members who voluntarily leave the employ of the College prior to one year following the date of the completion of the sabbatical for other than bona fide medical reasons shall reimburse the College the amount of wages and benefits paid during the sabbatical.

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2. The Faculty Senate shall in accordance with its bylaws establish a Sabbatical Review Board. In addition to the faculty members appointed to the Review Board, the President shall appoint the Deans of the Humanities & Sciences Division, the Business Technologies Division, the Health Technologies Division, and the Information Technology/Engineering Technology Divisions, as well as the Director of the Library.
 - a. Candidates shall submit by November 1 to the Sabbatical Review Board an application for sabbatical leave, in a form to be determined by the Sabbatical Review Board, along with justifications on the merits of the proposal in its own right, for the individual, for the division, and for the College. The Sabbatical Review Board shall have the right to request additional information from the candidate or ask the candidate to modify his/her proposal for improvement and/or suggest that the candidate apply for a sabbatical period which is less than he/she applied for.
 - b. By December 15, the Sabbatical Review Board shall submit its evaluation of the proposals and its recommendations to the appropriate Vice President and to the President. Each evaluation shall include a justification for any negative recommendation, and a rank of order of preference for each proposal submitted to the Sabbatical Review Board. The appropriate Vice President shall review the proposals and submit his/her evaluations and recommendations to the President.
 - c. By February 15, the College President shall submit his/her evaluation of the proposals and his/her recommendations as well as the recommendations or evaluations of the appropriate Vice President and the Sabbatical Review Board, to the Board of Trustees.

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- d. By April 1, the Board of Trustees shall notify the applicant and the Sabbatical Review Board in writing of its decision. In the event of a negative decision, the Board of Trustees shall provide reasons in writing.
 - e. A member of the bargaining unit who has been granted a sabbatical leave shall submit in writing to the Academic Vice President, no later than the fifth week of the academic term prior to the beginning of the proposed sabbatical leave, a statement attesting to the fact that the sabbatical proposal is still viable and will go forward as proposed. Should the proposed sabbatical not be viable at this point, the sabbatical will be cancelled and the unused terms shall be carried over per Article XIII (C)(1)(a) above.

D. Professional Enrichment

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

Article XIV

Academic Freedom

A. Academic Freedom in Research

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

B. Academic Freedom in the Classroom

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

C. Academic Freedom as Citizens

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

Article XV

No Strikes or Lockouts

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

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

Article XVI

Employment Outside the College

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

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

Article XVII

Separability

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

Article XVIII

Entirety

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

Article XIX

Waiver

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

Article XX

Definitions

A. Positions Named in the Agreement

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

B. College Fiscal Year

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

C. College Academic Year and Contract Year

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

D. Timelines and Working Days

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

Article XXI

Duration and Amendment

This Agreement shall be effective as of the first day of the Early Fall Term 2005, and shall continue in full force and effect for three years from the date of its execution until and including midnight of the day before the beginning of the Early Fall Term 2008.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 27th day of the month of September, 2005.

CINCINNATI STATE TECHNICAL
AND COMMUNITY COLLEGE

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
CINCINNATI STATE TECHNICAL
AND COMMUNITY COLLEGE
CHAPTER

Annette Smith Tarver
Chairperson, Board of Trustees

Pamela S Ecker
President

Ron D. Wright, Ph.D.
President

NEGOTIATING TEAMS

CINCINNATI STATE TECHNICAL
AND COMMUNITY COLLEGE

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
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Appendices

Appendix I

FAMILY AND MEDICAL LEAVE ACT

Cincinnati State Technical and Community College is subject to and fully supports the Family and Medical Leave Act (FMLA). The Director of Human Resources is responsible for the implementation, administration, and compliance with FMLA and policies established by the College that are affected by this legislation.

A. Leave Requirements

Eligible employees under FMLA are entitled to 12 work weeks of leave during any 12-month period. To be eligible for leave under this policy, an employee must have been employed by the College for at least twelve months in total; must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave; and must be employed at a worksite where 50 or more employees are employed within 75 miles of that worksite. As an example, if an eligible employee takes 12 weeks of leave beginning September 1, 1993, additional leave under FMLA is not available until a date 12 months after the leave period began - September 1, 1994.

Leave of absence under FMLA shall be granted for one or more of the following reasons:

- Due to the birth of the employee's child in order to care for the child.
- Due to the placement of a child with the employee for adoption or foster care.
- To care for the employee's spouse, child, or parent who has a serious health condition.
- Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

In cases where both spouses are employed by the College, FMLA provides that the aggregate amount of leave be given to the spouses is 12 weeks if the leave is for the birth or placement of a child or to care for a parent. Any leave of absence beyond that period will be considered under existing College policy.

The law defines a serious health condition as an illness, injury, impairment or mental condition that involves (1) inpatient care in a hospital or residential medical care facility, or (2) continuous treatment by a health care provider. More information about the definition of “serious health condition” may be obtained from the Human Resources Office.

Spouse is defined as a husband or wife, as the case may be.

FMLA is gender neutral. Both women and men are entitled to take family leave, if otherwise eligible.

B. Paid Versus Unpaid Leave

At the faculty member’s request, or if required by the College, any accrued and accumulated paid leave for which an employee is otherwise qualified to receive under College policies may be substituted for all or any part of the unpaid 12-week leave mandated by FMLA. Any of the employee's accrued or accumulated vacation pay may be substituted.

An Application for Family Leave filed with the Director of Human Resources should state whether the employee requests that paid leave for which he or she is eligible under College policies be substituted for unpaid leave provided under FMLA. Any final determination that the College will require substitution will be made by the Director of Human Resources as soon as possible after the Application for Family Leave is filed.

C. Notice of Leave

Filing of the Application for Family Leave with the Director of Human Resources shall be considered compliance with the

notice required by FMLA. Where the necessity for leave is foreseeable, the employee will provide at least 30-days notice. If not foreseeable, then notice must be given as soon as possible.

D. Intermittent or Reduced Work Leave Schedule

Where a FMLA leave of absence is requested to care for a sick family member or due to the employee's own serious health condition, leave may be taken on an intermittent or on a reduced work schedule when medically necessary.

- *Example:* An employee's child is in an accident and will be home under a doctor's care for 2 weeks. The employee may elect to work on a reduced schedule for the 2 weeks.

Intermittent or reduced leave schedule will be permitted for the birth or placement of a child for adoption or foster care only if requested by the employee and the schedule requested is agreed to by the employee's supervisor and the Director of Human Resources.

If intermittent leave is requested, the College may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position has equivalent pay and benefits.

E. Certification of Need for Leave and Return to Work

Any leave request based on a family member's or the employee's own serious health condition must be supported by certification of a health care provider in a reasonable time after requested by the College. The form for a leave request should be obtained from the Human Resources Office. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform any one or more of the essential functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is need-

ed to provide care. In its discretion, the College may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the College, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the College and the employee. If an employee fails to provide the required medical certification, leave may be denied until such certification is provided.

In case of illness, the employee will also be required to report periodically on his or her leave status. Such notification must normally be provided every 30 days. An employee absent for three or more weeks must provide Human Resources with a certificate that the employee is able to resume work.

No certification is required for taking FMLA leave for the placement in the employee's home of an adopted or foster-care child, or for the birth of the employee's own child.

F. Employment and Benefits Protection

An employee who has exhausted accrued or accumulated sick pay, personal leave, and accrued or accumulated vacation pay may still be eligible for leave without pay, up to combined total of 12 weeks under FMLA or under College policy. During that 12-week period, extending up to one year without pay if approved by the President and supported by the Board of Trustees, the employee will retain all College-provided fringe benefits, except for vacation and sick leave accrued and retirement contributions based on salary.

At the conclusion of a required or approved leave, the employee will be restored to his or her job or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Benefits accrued before the date leave began will not be lost.

G. Abuse of FMLA or College Policies on Leave of Absence

If an employee who has been granted a full-time leave fails to return to work upon expiration of the leave for any reason other than a verified illness, he or she will be deemed to have voluntarily resigned as of the date the employee fails to return to work, and the College may recover from the employee the cost of any payments made to maintain the employee's medical benefit coverage, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other reasons beyond the employee's control.

An employee who begins working elsewhere during a leave, other than in a moonlighting position the employee had immediately prior to the commencement of the leave, will be subject to discipline up to and including termination.

Appendix II

Agreement Between Cincinnati State Technical and Community College and American Association of University Professors Cincinnati State Technical and Community College Chapter

MEMORANDUM OF UNDERSTANDING

COMPENSATION

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

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

It is understood that for any member of the bargaining unit who leaves before completing 180 days of service, the annual individual compensation rate shall be the amount in effect at the beginning of the contract year plus the appropriate portion of any raise to that amount which becomes effective while the faculty member is still an active employee. For members of the bargaining unit who complete 180 days of service, the amount will be the amount of the annual individual contract.

It is understood that this agreement does not affect the bi-weekly payroll schedule of the College of twenty-six payments.

It is understood that the members of the bargaining unit who leave the employment of the College through resignation or retirement during the contract year who have received more compensation than they have earned by using the above formula will be liable for reimbursing the College the amount of the over payment.

It is understood that this agreement does not affect the benefits available to the members of the bargaining unit as identified in the contract.

Appendix III

Agreement between Cincinnati State Technical and Community College and American Association of University Professors Cincinnati State Technical and Community College Chapter

MEMORANDUM OF UNDERSTANDING

SICK LEAVE

The parties recognize that bargaining unit members are full-time faculty and are not hourly employees. It is understood that, should a faculty member be unable to discharge his/her professional responsibilities for reasons which qualify for use of sick leave, the faculty member shall submit the appropriate sick leave forms according to College Policy and Article X(E) of this Agreement.

If, for reasons which qualify for the use of sick leave, a faculty member is unable to come to campus at all on a given day, and cannot discharge his/her regularly scheduled responsibilities, including regular or overload classes, labs, office hours or regularly scheduled meetings, that faculty member shall be charged with the use of one full sick day. (It is understood, however, that if the term of sick leave is protracted to the extent that an overload class or classes need to be reassigned and other faculty members must be compensated for that overload, the faculty member may also forfeit overload pay for such class or classes.) If a faculty member comes to campus and discharges part or some of his/her regularly scheduled responsibilities, but for reasons which qualify for use of sick leave, cannot discharge all of his/her regularly scheduled responsibilities, that faculty member shall be charged with the use of one-half sick day. If, on a given day, a faculty member does not come to campus at all, but has no regularly scheduled on-campus responsibilities, that faculty member shall not be charged with the use of any part of a sick day.

Notwithstanding the fact that the College's payroll procedures list accumulated faculty sick leave in "hours," it is understood that the minimum amount of sick leave which may be used is one-half day.

Appendix IV

Agreement between Cincinnati State Technical and Community College and American Association of University Professors Cincinnati State Technical and Community College Chapter

MEMORANDUM OF UNDERSTANDING

INDUSTRY RELATIONS COORDINATORS

Cincinnati State Technical and Community College (hereinafter “the College”) and the American Association of University Professors, Cincinnati State Technical and Community College Chapter (hereinafter “the AAUP” and jointly hereinafter “the Parties”) agree as follows:

1. The collective bargaining agreement between the Parties identifies a bargaining unit position called “industry relations coordinator” [Article VIII(A)]. Heretofore, there was one industry relations coordinator each for the Business Technologies Division, the Health Technologies Division, the Engineering Technologies Division, and the Humanities and Sciences Division, for a total of four bargaining unit positions.
2. The College wishes to re-organize some of its operations with respect to its business and industry relations in the Corporate and Community Services Division (hereinafter “CCS”), directed by the Dean of Corporate and Community Services.
3. It is agreed that certain of the duties and responsibilities heretofore performed by faculty bargaining unit members shall now be assumed by non-bargaining unit members, specifically the duties and responsibilities associated with outside “sales” of College for-credit courses and not-for-credit training.
4. However, it is specifically and mutually agreed that the duties and responsibilities heretofore assumed by bargaining unit faculty which relate to curricula, for-credit course offerings, and other matters academic shall remain AAUP bargaining unit responsibilities.

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5. To fulfill these responsibilities, the Council of Chairs of each academic division, in consultation with the appropriate Dean, shall recommend faculty members willing to serve as the Divisional Liaison to the Corporate and Community Services Division. The Academic Vice President shall select from those recommended. The responsibilities of the Divisional Liaison shall be compensated at four contractual workload units for each term in which these responsibilities are performed.

 6. The Divisional Liaison to the CCS Division shall meet as needed with the representatives of the CCS to facilitate discussion and coordinate activities among appropriate faculty Program Chairs, or individual faculty members who possess particular subject matter expertise, and representatives of CCS Division, in an effort to ensure development of high quality, academically sound course and training opportunities for approval in a timely manner.

The Divisional Liaison will work with CCS representatives and possibly other faculty and Program Chairs in presenting CCS Division's for-credit course offerings to the Academic Policies and Curriculum Committee for approval.

Appendix V

Agreement between Cincinnati State Technical and Community College and American Association of University Professors Cincinnati State Technical and Community College Chapter

MEMORANDUM OF UNDERSTANDING

AREA CHAIR WORKLOAD

With respect to Article VIII(G)(2) of the Collective Bargaining Agreement, Cincinnati State Technical and Community College and the Cincinnati State Technical and Community College Chapter, American Association of University Professors, hereby agree as follows:

1. The attached chart (“Area Chairs Workload”) and the attached list of duties (“Job Responsibilities – Area Chairs in Humanities & Sciences, including Biology”) shall be used as guidelines for interpreting Article VIII(G)(2) of the Collective Bargaining Agreement regarding the calculation of workload units for Area Chairs.
2. The parties shall meet to discuss possible creation of additional Area Chair positions necessitated by enrollment growth in Humanities Division areas and departments.

MOU Attachment 1
Workload Units – Area Chairs in Humanities & Sciences,
including Biology

ASSESSMENT CRITERIA FOR THE AREAS (January 2005)									
Assessment Criteria	BIO	CHE	PHY	ENG/SPE/LIT	Hum/Lang	Soc/Beh Sci	MAT	DE Math	D R
Full-time faculty	M	S	S	L	S	L	M	S	S
Adjuncts	M	S	S	L	M	L	M	L	M
Sections per term	M	S	S	L	M	L	M	M	M
No. of different classes	S	S	S	M	M	L	M	S	S
No. of sites (beyond Main Campus)	M	S	S	S	S	S	S	S	S
Overall Assessment	M	S	S	L	M	L	M	S-M	S
TOTAL UNITS AWARDED	6	4	4	8	6	8	6	5	5

CODING SYSTEM FOR ASSESSMENT CRITERIA

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

CRITERIA FOR TOTAL WORKLOAD UNITS AWARDED

Small - 4 base units; no additional units
 Medium - 4 base units; up to 2 additional units
 Large - 4 base units; up to 4 additional units

Attachment 2
Job Responsibilities –
Area Chairs in Humanities & Sciences, including Biology

The primary responsibilities of the Area Chair are described Part A below. The total units assigned to each Area Chair for these primary duties are listed in the chart “Area Chairs Workload.” The total assigned workload units include the 4 units described in Article VIII(G)(1) as well as additional units described in Article VIII(G)(2) which are determined using the criteria on the chart.

- A. The Area Chair’s primary responsibility is the integrity of the curriculum content. The basic duties and responsibilities of all Area Chairs include:
- 1) in cooperation with the other full-time faculty in the area/department, maintain and update official course documents and maintain sample course syllabi and other course materials.
 - 2) maintain list of adopted textbooks, stay aware of new editions, coordinate process for textbook adoption when necessary.
 - 3) coordinate (in collaboration with division APCC representative) activities needed to add, revise, or delete courses from the catalog; serve as a resource for APCC when needed.
 - 4) conduct/coordinate meetings between faculty of the area/department and faculty in other divisions, as needed to ensure that courses appropriately support the needs of associate degree programs.
 - 5) coordinate activities to support program accreditation, when requested.
 - 6) assist with activities related to transfer of credits, advanced standing and course test-out.
 - 7) provide recommendations to the division dean and/or assistant deans(s) regarding course scheduling including: annual and term course offerings, numbers of courses and sections each term, and assigned courses for full-time faculty in the applicable area/department.
 - 8) review resumes, interview, and recommend for hiring all new adjuncts.
 - 9) provide recommendations to the division dean and/or assistant dean(s) regarding assigned courses for adjunct faculty.
 - 10) serve as a curriculum/course content resource person for
-

adjunct instructors, including orienting new adjunct instructors to course content and applicable course/department guidelines or standards.

- 11) serve as first point of contact for student concerns/complaints related to adjunct instructors in their area.
- 12) assist in the evaluation of adjunct instructors in cases where recurring problems or deficiencies have been noted.

B. If the Area Chair agrees, he or she may assume some additional responsibilities, which are compensated above the “base” units described above. These additional duties may include, but are not limited to:

- 1) take on responsibilities for scheduling that go beyond the duties described in A(7), such as developing specific schedules for all instructors in an area, and/or taking responsibility for extensive communication with the Registrar’s Office.
- 2) take a primary role (though classroom visits, etc.) in evaluating all new adjuncts.
- 3) consult with the divisional dean and/or assistant dean(s) regarding matters of adjunct training, mentoring and professional development.
- 4) assist in resolving adjunct instructor/student disputes in situations that go beyond A(11). [Note: in any case of a student complaint about a full-time faculty member, the area chair will refer the student to Division administrators.]
- 5) assist in recruiting a pool of prospective adjunct instructors through activities that exceed A(8), such as contacting graduate programs to solicit applicants for adjunct assignments.
- 6) maintain program area website, if appropriate.
- 7) take on responsibilities for orienting new adjunct faculty to the department, Division and/or College in a manner that exceeds the orientation described in A(10).
- 8) provide services for adjunct faculty related to administrative areas such as Human Resource Services and Information Technology Services (for example, obtain/turn in Change of Status Forms; obtain parking passes/e-mail accounts, etc.).
- 9) conduct research or direct other projects related to assessment of and/or new initiatives for an area/department.

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