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AGREEMENT

between



**COLUMBUS STATE
COMMUNITY COLLEGE (CSCC)**

and



**COLUMBUS STATE
EDUCATION ASSOCIATION (CSEA)**

JULY 1, 2011– JUNE 30, 2014

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ARTICLE 1 – RECOGNITION

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

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

The bargaining unit shall include: Full-time faculty members of CSCC, including instructors, assistant professors, associate professors, and professors; annually contracted faculty (outlined in Article 22); and those full-time temporary faculty outlined in Section (B). The bargaining unit shall exclude: Adjunct faculty members; those full-time temporary faculty members outlined in Section (A), heads/directors of non-academic departments or programs; chairpersons of academic departments; administrators at the level of department chairperson and above, including by way of illustration: deans, provost, vice-presidents, assistants to the president; counselors and library employees.

Full-time, temporary faculty fall into two categories:

- A** Those faculty who are used, for a period not to exceed three (3) consecutive quarters/2 consecutive semesters, to replace full-time tenure-track faculty who:
 - 1. are on any form of paid and/or unpaid leave;
 - 2. are on sabbatical; or
 - 3. are off summer quarter/semester.

- B** Faculty who are hired through the search committee process outlined in Article 39 for a temporary period to meet the needs of the College, such as enrollment demands. Should a temporary faculty member hired under Section (B) become a permanent full-time faculty member, the time served as temporary faculty will be considered for the tenure and promotion process as outlined in Article 38 of the Contract, as well as College Policy and Procedures pertaining to promotion and tenure. Temporary faculty members hired under this Section will be required to hold office hours and will be subject to mission and learning support requirements as outlined in Article 4.

ARTICLE 2 – PAYROLL DEDUCTION

Section 2.01 – Authorization of Deductions

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

Association members for that purpose, of an individually signed OEA Membership Enrollment Form.

Section 2.02 – Termination of Deductions

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

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

Section 2.03 – Deduction Period

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

Section 2.04 – Payroll Deduction of Fair Share Fee

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

Section 2.05 – Notification of the Amount of Fair Share Fee

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

Section 2.06 – Schedule of Fair Share Fee Deductions

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

Section 2.07 – Transmittal of Deductions

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

Section 2.08 – Procedure for Rebate

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

Section 2.09 – Entitlement to Rebate

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

Section 2.10 – Indemnification

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

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section 3.01 – No Strike

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

Section 3.02 – No Lockout

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

ARTICLE 4 – FACULTY WORKLOAD AND RESPONSIBILITIES

Section 4.01 – Purpose

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

Section 4.02 – Overview

A Faculty Workweek (Quarters)

- **Instruction:** The standard course load is 16 hours per week each quarter in the defined academic year. A contact hour is 1 class hour or laboratory hour.
- **Office Hours:** Faculty are required to hold 10 hours per week each quarter.
- **Mission and Learning Support:** Faculty will be required to undertake on average a maximum of 14 hours per week in Mission and Learning Support activities.

B Faculty Workweek (Semesters)

- **Instruction:** The standard course load is 30 hours per academic year. A contact hour is 1 class hour or laboratory hour.
- **Office Hours:** Faculty are required to hold 10 hours per week each semester.
- **Mission and Learning Support:** Faculty will be required to undertake on average a maximum of 15 hours per week in Mission and Learning Support activities.

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

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

D In-Service Day

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

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

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

Section 4.03 – Instruction

The standard course load will be 48 contact hours (quarters) or 30 contact hours (semesters) per academic year. In order to reach the minimum load in each quarter/semester, faculty may have to agree to do an overload, reassigned leadership activities, or reverse bank. The faculty workload calculation for a section of a distance learning course will be the same as for a traditional section of the course. The parties support experimental models of course delivery for those faculty who volunteer and are approved by the chair to teach using such delivery models. During the life of this Agreement, an experimental model will only be implemented as a replacement for current delivery models after discussion between the College and the Association per Article 13, and after going through an appropriate faculty review process.

A Course Assignment

1. Chairperson Considerations

As the chairperson makes course/section assignments, the chairperson will take faculty seniority, the faculty member's preference, and the faculty member's full-time status into consideration. If these assignments cannot be agreed upon, the chairperson shall retain authority to make a final determination of course assignments. Upon request, the chairperson will give the faculty member the rationale for the assignment. The faculty member may request a meeting with the chairperson and the dean to discuss further the rationale of the assignment. A union representative may be present at such a meeting. In general, faculty will focus on teaching within their department and content area. However, it is expected that faculty may, either at their request or at their chairperson's request, engage in teaching across disciplines and academic departments. Reasons for teaching outside one's own department/program include, but are not limited to:

- Logical cross-disciplinary connections
- Inter-disciplinary initiatives
- Course/Program reassignment: Faculty who had taught courses that are no longer within their department may request such course assignments. Such requests by faculty to teach courses outside their department shall not be unreasonably denied. Full-time faculty within a department shall have first right of refusal for courses to acquire a full-time load before courses are offered to full-time faculty from other departments.

2. Distance Learning Courses

The faculty member(s) who developed a distance learning course shall have first right of refusal to teach the course, up to a full workload, for the first three quarters or 2 semesters following development and for up to two sections per quarter/semester thereafter. Generally, the faculty member(s) who originally developed a distance learning course will be given the opportunity to revise or redesign the course. However, the chairperson, after consultation with the full-time faculty who teach the course, may assign another full-time faculty member to revise or redesign that course. If another faculty member subsequently receives reassigned time to alter that course's content, that faculty member shall then be considered the developer of the course and assume right of first refusal to teach it. If the course developer does not teach the course, the distance learning course assignment shall be handled in the same manner as other courses in the Department/Division.

3. Flex Courses

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

Flex courses taught entirely during quarter/semester breaks may be excluded from maximum allowable overload workload.

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

4. Multi-Campus Assignments

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

B Class Size

Class size will be determined by the College's mission, values, and goals. There is no guarantee that a low enrollment section will run.

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

1. **Independent Study**

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

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

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

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

2. **Distance Learning**

The maximum class size of a distance learning section shall be the same as the maximum class size of its corresponding traditional section (unless specified otherwise by the program/department). At the request of a faculty member and with the approval of his/her chair, the seat capacity of a given section may be increased to reflect the enrollment of multiple sections. In this case, faculty will be paid for the equivalent number of sections, including any fractional sections according to the language in Section 4.03(B). Management, at its sole discretion, reserves the right to reduce class enrollment to the maximum class size to avoid any fractional sections. In addition, faculty members may accept additional students into a DL section without compensation at their sole discretion.

C Distance Learning (DL)

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

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

addition to their office hours and the time spent on evaluation of student assignments.

Section 4.04 – Office Hours

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

- Gives notice in advance to the chairperson or designee; and
- Reschedules the office hours during that particular week

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

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

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

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

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

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

4.05 – Mission and Learning Support

Mission and Learning Support activities should generally be related to the promotion and tenure categories and/or the overall goals and initiatives of the College. Faculty will be required to undertake on average a maximum of 14 hours per week in Mission and Learning Support activities for the 2011-2012 academic year. Under the semester academic calendar, faculty will be required to undertake on average a maximum of 15 hours per week in Mission and Learning Support activities. The specific nature of these activities may vary depending on individual expertise, College need, and faculty rank. Examples of these activities would include preparing course work, developing/grading assessments, serving in a role (participatory, actively contributing, or leadership) in the

work of the College and the profession, pursuing various professional activities, and participating in committees. (See the lists below.)

Instruction and Instructional Support:

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

Service:

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

A robust written, faculty-developed Mission and Learning Support plan shall be submitted as part of the Annual Faculty Performance Appraisal Plan. This Plan will describe clear and detailed objectives and measurable outcomes to provide guidance to the faculty member in selecting activities that support the College's mission, meet department and division needs, enhance the learning environment, and contribute to the tenure and promotion process. This Plan will be discussed with the chairperson and agreed upon, or modified until final agreement is reached. At any point during the year, either the faculty member or the departmental chairperson may request a change in this Plan. If such changes negatively impact the departmental initiatives, then the change can only be altered by agreement. The Annual Appraisal documents the objectives achieved in this component for workload.

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

Department Meetings

Faculty attendance will be required at no more than three department meetings per semester (or two meetings per quarter). These meetings shall be scheduled at least two (2) weeks in advance. Both parties recognize that, on occasion, the need will arise to hold departmental meetings with short notice. These meetings will not count as one of the three required meetings. Faculty members will make every attempt to attend these meetings, but will not be required to take leave if they are not able to do so.

Section 4.06 – Supplemental Contracts

A Summer

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

Full-time faculty may request summer quarter/semester teaching assignments. Such requests are to be filed with the designated administrator by April 1 of the given year. Terms set forth in Section 4.02 of this Article shall apply to summer quarter/semester assignments. Full-time tenure-track faculty shall have the right of first refusal for summer classes in subjects for which they are deemed qualified. A full load for Summer Semester will be 12 contact hours. The summer salary for full-time faculty shall be computed by taking the faculty member's daily rate of pay (i.e., 3-quarter salary or 2-semester salary divided by 170 days), and multiplying by 55.

B Overloads

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

After all full-time faculty in the department have been given a full teaching load, full-time faculty shall have the right of first refusal for all courses in the division/department that they are qualified to teach. During Autumn or Spring Semester, an overload will be anything over 15 hours. During Summer Semester, an overload will be anything over 12 hours.

Full-time faculty will be permitted an average of 12 contact hours per quarter not to exceed 36 per academic year. Effective Autumn Semester 2012, the maximum faculty overload shall be 10 contact hours per semester, not to exceed 20 per academic year; effective Autumn Semester 2013 the maximum faculty overload shall be 9 contact hours per semester, not to exceed 18 per academic year. Pay for full-time faculty members shall be in accordance with Article 24, Overload Pay.

C College Initiatives

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

- Major OBOR initiatives
- University System of Ohio Strategic Plan initiatives
- Major grant leadership

- Underage enrollment

Section 4.07 – Reassigned Time

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

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

The amount of reassigned time is negotiated and calculated based on the 11-week quarter (16-week semester) model. It is assumed that for every one hour reassigned time granted, 2.5 hours will be dedicated to the task. The faculty member will adjust his/her workload for each hour of reassigned time as follows: one hour from direct instruction and 1.5 hours from office hours. At the faculty member's discretion, s/he shall reduce scheduled and/or flexible office hours, but in any case will have a minimum of 4 scheduled office hours on campus.

Full-time faculty are expected to teach at least 50% of their full instructional load during the Academic Year. Under special circumstances, with the approval of the Dean and the Sr. VP of Academic Affairs, the 50% requirement can be waived. In Summer Quarter/Semester, a faculty member may accept a reassigned time contract for up to half a fulltime hour load with no teaching obligations. Reassigned time in excess of 50% must be matched by an equivalent number of teaching hours. Therefore, faculty desiring a full-time contract in the Summer will be expected to teach a minimum of four hours (quarters) or 3 hours (semesters). Lead Instructors and Program Coordinators are not precluded from accepting supplemental contracts, which may include additional reassigned time for approved projects.

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

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

A Lead Instructor

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

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

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

B Program Coordinator

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

Most Program Coordinators receive five hours of reassigned time per quarter/semester. Program Coordinators who receive fewer than five hours typically perform a very limited number of tasks. This is often the result of dividing a larger number of reassigned hours between two or more faculty. Several Coordinators, primarily in health-related programs, receive eight hours of reassigned time. The additional hours in these programs address the responsibility of these faculty members for securing and maintaining relationships with vital clinical and field placement sites throughout central Ohio. It may be appropriate for program coordinators in small (1 or 2 faculty) programs, other than in the health area, to receive greater than 5 coordinator hours. In those cases, the faculty member will identify the additional activities they would be doing for those hours. The faculty member and chairperson will negotiate the new hours, and submit to the Dean for approval.

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

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

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

C Special Projects

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

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

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

Reassigned time requests may be initiated by the following:

- 1. Faculty member
- 2. Department Chairperson

3. Division Dean
4. Learning Systems Administrator
5. Administrator
6. Sr. VP, Academic Affairs/President
7. Other

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

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

D New Faculty – New full-time faculty will be released from one class to participate in College-sponsored professional development activities for the first academic year (not to exceed 4 contact hours). New full-time faculty may need the opportunity to become acclimated to Columbus State and new course preparations

Section 4.08 – Banking Hours

For academic year 2011-2012, faculty will have the option of deferring compensation during Autumn and Winter Quarters for overload assignments for future quarters with pay during Winter and Spring Quarters. Beginning Autumn 2012, faculty will have the option of deferring compensation during Autumn Semester for incidental overload assignments, up to a maximum of 3 contact hours, until Spring Semester, choosing either to reduce their Spring Semester teaching load accordingly or accept payment for any overload hours during Spring Semester.

Due to the number of contact hours for courses offered in certain departments a faculty member may fall one or two contact hours short of a full teaching workload. In such case, a faculty member may choose to “reverse bank” those hours that they are short to be taught (made up) in either Winter or Spring Quarters (or Spring Semester). Faculty may not “reverse bank” more than two contact hours. During the quarter/semester that

the faculty member is teaching a reduced workload and “reverse banking”, they will be paid the full workload amount. No banking activity will occur during Summer quarter/semester.

ARTICLE 5 – ACADEMIC CALENDAR YEAR

Section 5.01 – Academic Year & Holidays for Academic Year 2011-12

The Academic Year and Holiday language from Article 5 in the previous contract (2008-2011) will remain in force for Academic Year 2011-12.

Section 5.02 – Academic Year

Beginning Fall of 2012, each bargaining unit member will be assigned duties by the College for 170 days for the academic year: Autumn (78 teaching days); Spring (80 teaching days) and 12 professional workdays. Faculty members teaching in corporate, union or grant funded degree programs that require additional days will be assigned beyond 170 days. Twelve (12) professional work days are required of all faculty. Five (5) days prior to the start of Autumn semester and five (5) days prior to the start of Spring semester are designated faculty work days. The first two of these days each semester are generally to be used for preparation of course materials. Semester and class preparation deliverables (such as the posting of syllabi) will be completed during these days. In most cases, the three days immediately prior to the start of each semester can be used for department, division or College level meetings. Faculty can also arrange with the Department chair to attend workshops, conferences, training, or pedagogical research activities. An additional two (2) unscheduled work days for self-directed faculty work including professional activities are required each year. The results of these professional activities will be documented through the annual faculty appraisal process.

Section 5.03 – Holidays

Beginning Fall 2012, all holidays within the 2 semester academic calendar are paid: Labor Day, Columbus Day, Veteran’s Day, Thanksgiving (2 days), Martin Luther King Day, and Presidents’ Day.

ARTICLE 6 – DELAWARE CAMPUS

Assignment of Faculty

- A** Whenever possible, assignment of faculty to the Delaware campus shall be voluntary. Each department shall develop a process to determine the assignment of individual current full-time faculty to the Delaware campus. General considerations for this assignment shall include program or curricular needs, seniority, the ability to teach in multiple modalities, and the need of the department/division/college to balance the number of new faculty with more experienced faculty. Such agreed-upon processes shall not alter or conflict with other provisions of this Agreement.
- B** In cases in which no faculty member volunteers to be assigned to the Delaware campus, the College may make an involuntary assignment. Prior to such assignment, the department chairperson and/or other College representatives

shall meet with representatives from the CSEA to discuss the rationale for these assignments. Such assignments must be consistent with the considerations listed in Section A of this article. No CSEA officer shall be involuntarily assigned to the Delaware campus. An Association Representative may be involuntarily assigned to the Delaware campus only if s/he is the only one qualified to teach a particular course.

- C** Any time after the completion of at least 2 semesters of teaching at the Delaware campus, a faculty member may request to return to the Columbus campus for the following academic year. Such requests shall not be unreasonably denied.

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

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

ARTICLE 7 – ASSOCIATION BUSINESS

Section 7.01 – College Facilities

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

Section 7.02 – Communications

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

Section 7.03 – Printing

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

Section 7.04 – Appointment

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

Section 7.05 – Representation

A Appointment of Association Representatives

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

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

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

B Weingarten Rights

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

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

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

Section 7.06 – Reassigned Time

The Association shall be afforded 32 hours of reassigned time each year (8 per quarter or 11 in each of Autumn and Spring Semesters and 10 in Summer Semester) to attend to contract administration duties. The Association will allocate the hours to its executive

committee or association representatives. Association members receiving reassigned time will notify their chairpersons one week prior to the start of registration for the quarter/semester they are to receive this reassigned time. These reassigned hours are available during the quarter/semester in which they are allocated and may not be banked into future quarters/semesters.

ARTICLE 8 – ACADEMIC FREEDOM

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

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

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

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

ARTICLE 9 – INTELLECTUAL PROPERTY

Section 9.01 – Purpose

The purpose of this Article is:

- A** To define ownership of original works (College-owned or faculty-owned).
- B** To clarify the rights of the faculty and the College with respect to the creation of original works of authorship entitled to copyright protection. No faculty member shall be required, as a condition of continued employment, to create or publish original works entitled to copyright protection and/or royalties.
- C** To protect the rights of the faculty member and the College in such original works and to protect the faculty member and the College against claims of infringement.

Section 9.02 – Definitions

- A** **College-Owned – Work-for-Hire** – Work-for-Hire is defined as work that is done for pay as reassigned time, overload pay, College initiatives, or as part of the faculty contract, except as specified as “faculty-owned material” below.
- B** **Faculty-Owned Materials** – Any materials created by a faculty member for a course, including exams, supplementary materials, lectures, and lecture notes, shall belong to the faculty member. This specifically excludes course outlines, syllabi, and other departmentally developed materials. The College and the

faculty member may agree to contract to create exams, supplementary materials, lectures, and lecture notes as Work-for-Hire, as described in Section 9.05.

- C Original Works of Authorship** – Any materials created by a faculty member, individually or in partnership with others, including written works of fiction or non-fiction, music, performances, presentations, audio visual works, designs, and art regardless of medium.
- D College Resources** – College resources are defined as, but not limited to, College personnel, hardware, software, equipment purchased by the College, any computer assigned to the faculty member which the College owns, and any College-owned printer or copier. The use of College licensed software, installed with the College’s permission on the faculty-author’s personal computer and use of the College’s WiFi network shall not constitute use of College resources. Incidental use of College resources shall not constitute use of College resources.

Section 9.03 –Ownership

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

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

- C** When College resources are used to create original works of authorship, defined in Section 9.02 C of this Article, the notification and approval process in Section 9.04 of this Article must be completed. In such cases, the College and the faculty-author shall share ownership of the copyright and royalties, whether or not the work is created during regular hours of employment. Royalties shall be divided equally between the faculty-author and the College.

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

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

Section 9.04 – Notification and Approval Requirements

- A** Faculty creating original works of authorship, not using College resources, shall notify the department chair and divisional dean in writing when they are contemplating a body of work that may lead to copyright, compensation, or royalties. This notification shall include a specific description of the scope of the work and a statement that no College resources shall be used.
- B** Faculty creating original works of authorship, using College resources, shall obtain written approval to use such resources from the department chair and divisional dean for a body of work that may lead to copyright, compensation, or royalties. This approval must be obtained prior to commencement of the work. The approval request shall contain a specific description of the scope of the work, identification of College resources to be used, and a completed “Request for Reassigned Time” form, if appropriate.

The approval process shall not take longer than 30 calendar days from the date the approval request is submitted to the department chairperson.

The faculty-author may use the approved resources of the College and proceed with the project upon receiving consent from the department chairperson and divisional dean.
- C** A copy of original works using College resources shall be delivered to the divisional dean prior to submission for publication or public distribution.
- D** Original works of authorship that do not use College resources as defined in Section 9.02 D and for which the faculty member has no expectation of compensation or royalties are exempt from this notification process.

Section 9.05 – Delineation of Work for Hire

In circumstances where the faculty member is being paid for specified deliverables as defined in Section 9.02 A and B, those items will be delineated in a written document signed by the faculty member(s), the department chairperson, and the divisional dean. The deliverables created as work for hire are owned by the College.

Section 9.06 – College Use of Original Works of Authorship

- A** An original work of authorship created by a faculty member shall be evaluated equally with any other work under consideration for adoption by any College department.
- B** The faculty member shall not participate in any decision process to adopt an original work of authorship created by that faculty member.

ARTICLE 10 – SENIORITY

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

Continuous service shall mean performing two (2) or more semesters in an academic year not interrupted by resignation or non-bargaining unit employment. Seniority shall

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

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

ARTICLE 11 – GRADE GRIEVANCES

The parties agree that College Policy 5-09, dated September 24, 2008, and Procedure 5-09(D), dated September 22, 2010, regarding Grading and Academic Requirements will be changed only by agreement of the parties.

ARTICLE 12 – ELECTRONIC PRIVACY

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

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

ARTICLE 13 – ASSOCIATION/MANAGEMENT COMMITTEE

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

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

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

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

ARTICLE 14 – MANAGEMENT RIGHTS

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

1. determine matters of inherent managerial policy that include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;

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

ARTICLE 15 – CODING FOR SEPARATION OF EMPLOYMENT

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

Section 15.01 – Retirement, Post-Retirement Employment

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

Section 15.02 – All Other Separations

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

ARTICLE 16 – PERSONNEL FILES

Section 16.01 – Access

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

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

Section 16.02 – Official File

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

Section 16.03 – Review of Documents

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

ARTICLE 17 – INTERRUPTION OF CAMPUS OPERATIONS

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

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

ARTICLE 18 – REDUCTION IN FORCE

Section 18.01 – General

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

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

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

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

When a full-time faculty position is vacated for any reason and the College anticipates not filling the position with full-time faculty, then written notification of this possibility

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

Section 18.03 – Documentation

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

Section 18.04 – Order of Layoff

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

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

Section 18.05 – Appeal

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

Section 18.06 – Recall

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

- A** Recall shall be in inverse order of layoff.
- B** Laid-off faculty members shall be recalled to fill any full-time faculty positions within the College that s/he is qualified to teach in order of College seniority, with the most senior laid off full-time faculty member being recalled first, provided that such position openings occur within 2 years of the date the full-time faculty member was laid off. Recalled faculty members return with tenure, rank, and years in rank as of the date of layoff intact.
- C** The College shall provide notice of recall by certified mail to the faculty member at the last address of record maintained by the Human Resources Department.
- D** Failure of the faculty member to notify the College of an intent to return to work in response to the offer of recall within 21 calendar days from the date of sending the notice of recall shall be considered a voluntary termination of employment.
- E** Once all full-time faculty members have been recalled, non-full-time faculty members shall be recalled in like manner.
- F** A home department is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home department must be acceptable to the transferred faculty member.
- G** No adjunct faculty, temporary faculty nor other individuals shall be rehired nor teach courses offered by the College until all laid-off members of the bargaining unit who are qualified to teach those courses have been rehired by the College.
- H** Non-bargaining unit employees shall not fill a layoff vacancy while a RIF situation is in effect.
- I** No subcontracting or out-sourcing of bargaining unit work shall occur during a RIF situation.

Section 18.07 – Hiring Preference

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

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 19.01 – Purpose

The parties recognize that in the interest of harmonious relations, a procedure is necessary whereby the parties are assured of prompt processing of grievances. The

grievance procedure shall be the sole and exclusive method of resolving grievances except where otherwise provided by this Agreement. The parties agree to share reasonable and relevant documents, reports, and witness names to facilitate the resolution of grievances at the initial stage of the grievance procedure. Where the parties mutually agree, telephone and/or teleconferencing are acceptable options for the purpose of conducting grievance meetings.

Section 19.02 – Definitions

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

The parties shall design a mutually acceptable grievance numbering and tracking system and grievance form. The assignment of a number is merely for tracking purposes and shall not be construed as a recognition that it is a valid grievance. A grievance under this procedure may be brought by any faculty member(s) setting forth the name of the Grievant(s). At each step of the grievance procedure, except Step One, the Association must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution. If the Association believes that the grievance raises a policy issue of general importance which cannot be resolved by a department chairperson, the grievance may be moved to Step Two by agreement of the College and the Association.

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

Section 19.03 – Grievance Procedure Exclusions

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

- A** Promotion and tenure, unless:
 - 1. the President overrides a recommendation for promotion by both the academic division committee and the College faculty committee or
 - 2. the President overrides a recommendation for tenure by the College faculty committee.
- B** All forms of illegal discrimination claims
- C** Non-renewal of a non-tenured faculty contract
- D** The substantive judgment/content of performance appraisals
- E** Reprimands. However, if a faculty member receives a suspension without pay, salary reduction, demotion, or removal as the result of progressive corrective action for which s/he received a prior reprimand, then and only then may the

grievant raise the issue of whether the College had just cause to issue the reprimand through the grievance procedure.

Section 19.04 – Step One – Informal-Chairperson

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

Section 19.05 – Step Two – Vice President of Human Resources/or Designee and Senior Vice President of Academic Affairs/or Designee

Should the Association not be satisfied with the written answer received at Step One, or if the parties have agreed in accordance with Section 19.02 to move a grievance to Step 2 within ten days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Vice President of Human Resources/designee. The grievance shall be submitted by serving written notice (including a copy of the grievance and previous answer if applicable) presented to the Vice President of Human Resources/designee. Upon receipt of the grievance, the Vice President of Human Resources/designee and the Senior Vice President of Academic Affairs/designee shall hold a meeting within fifteen days after receipt of the grievance with the Grievant and the Association representative and render a written decision to the Association within ten days after the meeting. The Association shall receive notification at least five days prior to the meeting. The parties will engage in a full discussion of all issues involved in the grievance in a good faith attempt to resolve these issues and shall identify relevant witnesses, documents and any other evidence they believe relevant to these issues.

Section 19.06 – Step Three – Optional Mediation

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

Within thirty days after this Agreement becomes effective the College and the Association shall select a continuing panel of five mediators. In selecting mediators, the parties shall give primary consideration to mediator competency, experience, cost, and availability. The panel shall be assigned in rotation order designated by the parties. However, if the rotational order imposes a delay of 60 days or more in the hearing of the matter, the parties may select another mediator on the panel. Each mediator shall be assigned to serve for the duration of this Agreement but either party may notify the other of its intent to terminate a mediator prior to the expiration of this Agreement. Within five

days of receipt of such notification, the parties shall notify the mediator by joint letter that his/her services are terminated. Any successor mediator(s) shall be mutually selected by the parties.

Section 19.07 – Scheduling of Mediation

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

Section 19.08 – Expenses

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

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

Section 19.09 – Step Four – Request for Arbitration

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

Section 19.10 – Arbitration Panel

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

Section 19.11 – Scheduling of Arbitration

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

Section 19.12 – Expenses

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

shall be equally shared by both parties. All other costs incurred by each party will be paid by the party incurring the costs (to include witnesses).

Section 19.13 – Arbitration Limitations

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

Section 19.14 – Witnesses and Subpoenas

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

When the arbitrator determines that so many employees from the same work area have been subpoenaed that the number of subpoenaed employees would impede the ability of the College to carry out its mission or inhibit the College's ability to conduct an efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns. Five days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent", that party will notify the other party ten days prior to the hearing.

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

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

Section 19.15 – Exchange of Issues and Documents

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

Section 19.16 – Arbitration Decisions

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

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

Section 19.17 – Rules for Arbitration

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

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

Section 19.18 – Time Extensions and Step Waivers

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

Section 19.19 – Disciplinary Grievance Procedures

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

Section 19.20 – Reduction in Force Grievance (RIF)

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

ARTICLE 20 – CORRECTIVE ACTION

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

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

Section 20.01 – Informal Process

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

Section 20.02 – Progressive Corrective Action

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

Progressive corrective action may include:

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

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

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

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

- 1.** Serious violations of important College policies such as harassment, sexual harassment, sexual misconduct, academic misconduct and conflict of interest.
- 2.** Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
- 3.** Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
- 4.** Unlawful possession or distribution of illicit drugs or controlled substances on campus.
- 5.** Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
- 6.** Intentional falsification of College records.
- 7.** Serious misuse or misappropriation of College equipment, materials, funds or other resources.

8. Job abandonment (i.e., no call-no show for 3 consecutive, scheduled workdays).
9. Conviction of a felony that negatively impacts either the College or the ability of the faculty member to perform his/her responsibilities.

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

Section 20.03 – Definitions

- A** DEMOTION – the reduction in pay, position, and duties due to formal corrective action.
- B** LAST CHANCE NOTICE – a formal warning/notice that may accompany a formal corrective action. The last chance is intended to put faculty on notice that any subsequent violation(s) of policy, procedure, or rules of the College will likely result in removal of the faculty member from his/her position. The last chance is not a mandatory or additional step in the formal corrective action process but merely an acknowledgement that removal is likely pending further violations.
- C** ORAL REPRIMAND – an oral admonishment with a memorandum to the faculty member with a copy to the personnel file. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- D** REMOVAL – the involuntary termination of employment with the College based on formal corrective action.
- E** SALARY REDUCTION – the reduction in pay of up to 5% for an established period of time.
- F** SUSPENSION – the loss of scheduled workday(s) without pay.
- G** WRITTEN REPRIMAND – a memorandum to the faculty member with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- H** PRIMA FACIA EVIDENCE – Prima facia evidence is evidence that, until other evidence overcomes its effect, will suffice as proof of fact in issue.

Section 20.04 – Investigation Phase

If circumstances warrant, the accused faculty member may be placed on suspension of duties for up to ten workdays without pay with approval of the Vice President of Human Resources where it is necessary to carry out an effective investigation. Suspension without pay for up to ten days by the VPHR may occur and be implemented by the VPHR only in instances where a prima facia case exists against a faculty member. In no instance shall a faculty member be placed on unpaid leave in excess of ten scheduled workdays during the Investigation Phase unless the additional time is caused by an outside investigatory agency. If the President decides that formal corrective action is

warranted, then the suspension during the Investigation Phase will be credited when serving a formal disciplinary suspension and the affected individual shall be made whole for the difference between the assessed formal corrective suspension and the number of days he/she had been suspended without pay. If the President gives no corrective action, then the time served without pay during the investigation will be given back to the accused faculty member and that individual shall be made whole. If the faculty member is removed from his/her position for just cause, there shall be no compensation for the time off during the investigation.

Section 20.05 – Pre-Corrective (Loudermill)

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

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

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

Section 20.06 – Personnel File

All formal corrective actions will be placed in the faculty member's personnel file for a minimum of 1 year for oral and written reprimands and 2 years for all other forms of discipline provided there are no subsequent infractions. All formal corrective action shall be removed from faculty member's personnel files at the faculty member's request and at the conclusion of the time periods as listed above herein and said faculty member's

records shall be considered to have been cleared and purged. The Vice President of Human Resources/designee in consultation with the supervisor, must remove the corrective action. The Personnel Action form shall remain in the file for historical purposes. The actual letter documenting the corrective action will be removed and filed outside.

Section 20.07 – Outside Representative(s)

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

Section 20.08 – Proactive Approach

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

ARTICLE 21 – DRUG FREE WORKPLACE POLICY

Section 21.01 – Purpose

The College and CSEA desire a workplace that is free from the adverse effects of alcohol and drugs. Both parties acknowledge that substance abuse is a serious, yet treatable condition/disease. Substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public-at-large. The College and CSEA pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

CSEA also recognizes the College's obligations under the Federal Drug-Free Workplace Act of 1988 and other state and federal laws and regulations concerning the controlling of substance abuse in the workplace. The College recognizes faculty's rights to privacy and other constitutionally guaranteed rights. The parties agree that the emphasis of any drug-free workplace program shall be to prevent abuse, to rehabilitate faculty, and to abate risks created by faculty who are on duty in an impaired condition.

The College will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the College's Employee Assistance Program and any other resources that a faculty member or his/her family may contact for assistance in overcoming an alcohol and/or drug problem. The confidential nature of the medical records of faculty with substance abuse problems and records relating to drug tests and their results shall be maintained.

Section 21.02 – Definitions

A *Alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl.

- B** *Chain Of Custody* is tracking storage of specimens to be analyzed from point of collection to final disposition to ensure the integrity of the process.
- C** *Collection Site* is a place designated by a testing laboratory where faculty present themselves for providing a specimen to be analyzed.
- D** *College Property* includes any building, land, parking lots, or facilities owned, leased, or used by Columbus State Community College.
- E** *College Time* is any time spent conducting official business or travel for or on behalf of the College or regular work hours.
- F** *College Vehicles* are any vehicles owned or leased by Columbus State Community College.
- G** *Controlled Substance, Drug, Compound, Common Mixture, or Substance* includes any drug listed in the Federal Food Drug & Cosmetic Act, federal narcotics law, and/or Ohio Revised Code Chapter 3719 or 3715. Examples listed but not limited to are:
1. narcotics, such as opium, heroin, morphine and synthetic substitutes;
 2. depressants, such as chloral hydrate, barbiturates, and methaqualone;
 3. stimulants, such as cocaine (and any derivatives) and amphetamines;
 4. hallucinogens, such as LSD, mescaline, PCP, peyote, psilocybin, and Ecstasy;
 5. cannabis, such as marijuana and hashish; and
 6. any chemical compound added to federal or state regulations and denoted as a controlled substance.
- H** *Licensed Medical Provider* is one who is licensed, certified, and/or registered under federal, state or local laws and regulations to prescribe controlled substances/drugs.
- I** *Positive Test Result* is a test result that was positive on an initial approved immunoassay test, confirmed by a gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites or a positive result from an alcohol breath test (.04 percent impairment).
- J** *Random Testing* means a testing process in which participants are selected by a computer-driven random selection process for unannounced controlled substances or alcohol and/or pre-selected but unannounced testing on a particular faculty, who has previously tested positive for drugs and/or alcohol.
- K** *Reasonable Suspicion Testing* means drug or alcohol testing based on a reasonable cause to believe that a faculty member is using drugs/alcohol in violation of College policy.

- L** *Refusal To Submit* is when a faculty member:
1. Fails to provide adequate breath for alcohol testing without a valid medical explanation; or
 2. Fails to provide an adequate urine sample for controlled substances testing without a genuine medical inability; or
 3. Engages in conduct that obstructs the testing process; or
 4. Takes any measure to dilute, alter or substitute a sample provided.
- M** *Specimen* is a tissue or product of the body chemically capable of revealing the presence of drugs or alcohol in the body.
- N** *Substance Abuse Professional* means a licensed or certified physician, psychologist, psychiatrist, counselor or social worker with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.
- O** *Workplace* is College owned or leased property or any place where official College business is conducted and/or while on College time.

Section 21.03 – Requirements

Faculty of Columbus State Community College are:

- A** Required to report to work in a fit condition to perform their duties.
- B** Prohibited from being under the influence of alcohol (.04 percent impairment) or unlawfully controlled substances as defined in Ohio Revised Code 3719.01 and 3719.41 at the workplace, while on College property or in College vehicles and/or on College time. Reasonable use of alcohol at workplace events where alcohol is served (such as Taste the Future or a conference social hour) is exempted.
- C** Prohibited from using, misusing, dispensing, transferring, purchasing, or possessing controlled substances and abusing alcohol or prescription drugs in any way that is illegal in the workplace, on College property, on College time, or while conducting official business on behalf of the College.
- D** Prohibited from operating College vehicles or equipment while under the influence of alcohol or drugs.

Upon request, the College will periodically provide information, training programs, and resources concerning the impact of alcohol and other drug use on job performance as well as information concerning the College's Employee Assistance Program.

As required by the Federal Drug-Free Workplace Act of 1988, each faculty member covered by this Agreement is required to notify his/her Chairperson within five days after he/she is convicted of a violation of any federal or state criminal drug statute. A faculty member's failure to report a conviction may subject that faculty member to disciplinary action, up to and including termination.

All Chairpersons will be responsible for reporting the information to the Vice President of Human Resources of any faculty member who is convicted of or pleads guilty to a drug related crime as defined by Ohio Revised Code 2925.01 et.seq

Section 21.04 – Types of Testing

- A** *Applicants for Employment* – Prior to the start date of employment all newly hired faculty must successfully pass a drug test as a condition of employment.
- B** *Reasonable Suspicion Testing* – Faculty may be required by a Chairperson and/or Dean to submit to a test as hereafter specified where reasonable suspicion exists to believe that the faculty member, while on duty, is under the influence of drugs or alcohol and/or his or her job performance is impaired by drugs or alcohol. Cause for testing is based upon objective facts or specific circumstances that present a reasonable basis to believe that a faculty member is under the influence of, or is using, misusing, or abusing, alcohol or drugs. Examples of reasonable suspicion may include, but are not limited to: slurred speech; dilated pupils; disorientation; abnormal or change in conduct or behavior; odor/smell of drugs or alcohol; involvement in an on-the-job accident resulting in personal injury requiring immediate medical attention beyond first aid; and/or involvement in an accident involving property damage in excess of \$1,000 where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the faculty member.

Reasonable suspicion must be documented and supported by two witnesses (supervisor or manager and person having original suspicion) except in cases of accidents or injuries. A Chairperson or Dean must present the written documentation to the faculty member suspected of being under the influence and shall maintain the report in the strictest confidence as provided by law. Upon request, the faculty member may have union representation present provided reasonable suspicion testing is not delayed. The College will release a copy to any person designated by the affected faculty member with a signed release of information. The written notice shall set forth the facts that form the basis of the order to test and shall be given to the faculty member prior to the test.

The College shall bear all costs associated with testing for the above circumstances.

No faculty member shall be subject to random testing unless s/he has previously tested positive as defined in Section 21.06 or if required by an outside authoritative agency.

Section 21.05 – Guarantees and Due Process

The College will provide transportation to the licensed medical facility to obtain bodily fluid or material samples. In conducting the testing authorized by this Agreement, the College shall:

- A** Use only a clinical laboratory, hospital facility or other facility, which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and qualified laboratories will conduct the required testing of samples.
- B** Abide by a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

- C** Collect a sufficient sample of the same bodily fluid or material from a faculty member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the faculty member.
- D** Collect samples in such a manner as to preserve the individual faculty member's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration.
- E** Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- F** Provide the faculty member tested with an opportunity to have the other portion of the split sample tested at his/her own expense provided the faculty member notifies the College within seventy-two (72) hours of receiving the results of the test. This test will be performed by the same collection site at the faculty member's expense. If the second test results are negative, the faculty member will be treated as having a negative test.
- G** Require that the laboratory, hospital facility, or other certified facility, report to the College that a blood or urine sample is positive only if both initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the College inconsistent with the understanding expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the College will not use such information in any manner or form adverse to the faculty member's interests.
- H** Provide each faculty member tested with a copy of all information and reports received by the College in connection with the testing and results.
- I** Ensure that no faculty member is the subject of any adverse employment action except temporary reassignment or relief of duty while the test results are pending.
- J** Subject to the reasonable requirements of the laboratory, CSEA will have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug-testing program, with the exception of the individual test results. CSEA may inspect individual test results, if the release of such information is authorized, in writing, by the affected faculty member.
- K** Faculty tested under the terms of this Article shall have the right to file a grievance concerning any testing, the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of the Article. Such grievances shall be commenced at Step 2 of the grievance procedure. If disciplinary action is taken against a faculty member based in part upon the results of a test, the faculty member shall have the right to file a grievance concerning any portion of the test as previously stated.

Section 21.06 – Procedure for Testing, Administrative Leave and Discipline

A faculty member will be considered as testing positive in the following conditions for: (a) drugs, if the initial test of the split sample is positive; or (b) alcohol, with a BAC of .04 or greater (except as exempted in Section 21.03 (B)). A faculty member who tests positive will be immediately placed on administrative leave with pay and removed from his or her duties until further notice. The College will contact EAP (Employee Assistance Program). In addition or in the alternative, the faculty member may opt to see his/her family physician, or a substance abuse professional approved by the College. The faculty member must provide documentation and the treatment regimen to the College that he/she is in a qualified treatment program.

On the first occasion in which a faculty member is determined to be under the influence of or using alcohol or drugs while on duty and confirmed by testing pursuant to this Article, s/he will be given the opportunity to enter into and successfully complete a substance abuse program certified by the Employee Assistance Program or the faculty member's attending physician. The College shall take no adverse employment action against any faculty member who voluntarily seeks treatment, counseling, or other support for alcohol or drug related problems. However, the disclosure of the desire or intent to seek such treatment after an incident that could reasonably lead to testing, discipline and/or discharge will not be considered voluntary. Further, the College may require random drug testing for faculty who have previously tested positive and may reassign the faculty member with pay if he or she is unfit for duty.

The College will schedule a pre-disciplinary conference for the faculty member as soon as possible pursuant to Article 20 – Corrective Action. If the faculty member voluntarily agrees to complete a substance abuse program through EAP or through a substance abuse professional, discipline will be waived. The faculty member must use any applicable leave time for time spent off work to attend substance abuse programs. If the faculty member does not regularly participate in the program within the guidelines established by the College and/or EAP and/or has a confirmed positive test while enrolled in the program or subsequent to completion of the program, the faculty member will be subjected to discipline.

Notwithstanding the above, the faculty member may still be subjected to disciplinary action for just cause, up to and including termination for violations of workplace policy, procedures, or work rules and/or job-related incidents which may be directly or indirectly associated with the use of drugs or alcohol. Upon confirmation of a positive test result, the faculty member may be randomly tested for a period of two-years. Any future positive tests and/or breach of any Last Chance Agreement will result in a pre-disciplinary conference and appropriate progressive discipline up to termination.

ARTICLE 22 – ANNUALLY CONTRACTED FACULTY

Section 22.01 – Annually Contracted Faculty (“ACF”)

Annually Contracted Faculty (“ACF”) are faculty, who hold the same qualifications or degree required of full-time tenure track faculty. ACF are hired for 1-year annual appointments, based on the academic year (3 quarters or 2 semesters). The

employment relationship between the College and an ACF member will terminate unless the appointment is mutually renewed.

ACF are not hired through the selection committee process outlined in Article 39. ACF will be hired through a modified departmental search process consisting of the department chairperson and 2-3 tenured faculty members from the department. The process for selecting the faculty committee members will be established and implemented by the department's full-time tenure-track faculty.

ACF shall be eligible for all rights and privileges outlined in this agreement except as specified in this section. The following Articles do not apply to ACF:

- Article 10 (Seniority)
- Article 23 (Faculty Salary)
- Article 33 (Sabbatical Leave)
- Article 35 (Unpaid Leaves of Absence)
- Article 38 (Promotion and Tenure)
- Article 39 (Full-Time Faculty Search Committees)

The following Articles are modified for ACF by the terms and conditions outlined in this Article:

- Article 4 (Faculty Workload and Responsibilities)
- Article 5 (Academic Calendar Year)
- Article 18 (Reduction in Force)
- Article 19 (Grievance Procedure)
- Article 24 (Overload Pay)
- Article 25 (Substitute Pay)
- Article 30 (Personal Leave)
- Article 31 (Sick Leave)

Section 22.02 – Work Load and Responsibilities

A. Purpose

ACF are professionals in their respective disciplines, and like full-time tenure track faculty, play an integral role in aiding the College to achieve its teaching and service mission. Their duties and responsibilities must contribute to the overall mission of the College and will also be fundamentally guided by the needs of the students, student success, the College and the community that all serve. The use of ACF is not intended to undermine faculty tenure.

B. ACF Workweek

The minimum workload in either a quarter or semester system is 20 contact hours.

1. Instruction

The standard course load for ACF is between 18-24 contact hours per week per quarter under a quarter system and between 18-22 contact hours per week per semester under a semester system.

2. Departmental Time

Each ACF will be assigned 2 additional contact hours per week (each contact hour is the equivalent of 2.5 clock hours) for departmental activities to include meeting with students and colleagues. These hours shall be scheduled and posted.

With the approval of their chairperson, an ACF may choose to serve any portion of these hours in an alternative location, such as a tutoring lab.

Departmental hours should correspond with learning activities. The canceling of posted departmental hours without taking leave time is permissible only if initiated or sanctioned by the College. ACF, who are late for scheduled hours, may make them up as outlined in § 4.04.

3. Mission and Learning Support

ACF are not eligible for and do not participate in the College's tenure and promotion process, and do not have the same mission and learning support requirements/expectations as full-time tenure track faculty outside of class preparation, grading, and routine advising of in-class students relative to the course and subsequent courses in that sequence.

The time served as an ACF may not be counted for the purposes of promotion and tenure. However, activities conducted as an ACF that demonstrate advancement and communication of knowledge in the discipline, participation in professional development activities, and contribution to the growth and development of the College may be used as evidence of excellence in instruction and instructional support and service should the ACF ever become a tenure track faculty member and apply for promotion and tenure.

4. In-Service and Departmental Meetings

ACF are required to attend in-service and departmental meetings. ACF are paid at the meeting rate (1/2 of the ACF hourly rate) for time spent at In-Service activities; meetings/trainings that occur during the 12 "professional days" designated in § 5.02; and meetings/trainings that occur outside of the standard workweek (M - F 8:00 a.m. – 5:00 p.m.) and for which tenure track faculty are provided meeting rate compensation.

C. Course Assignments

ACF will be given preference of assignments for which they are qualified to teach after full-time faculty have been given preference and before assignments to adjunct faculty. Ultimately, course assignments are subject to the department

chairperson's discretion as outlined in Article 4. ACF do not have the right to request a meeting with the chairperson and the dean as outlined in § 4.03 (A)(1).

ACF may teach using all modalities, such as distance learning, hybrid and flex courses, as part of a regular load. The College reserves the right to assign ACF to multiple campuses as needed.

The independent study stipulations specified in § 4.03(B)(1) apply to ACF.

D. Banking Hours

ACF may bank incidental overload hours between quarters/semesters to meet minimum/maximum workload requirements.

Section 22.03 – ACF Compensation

A. Compensation

ACF will generally be offered a one year appointment. Within that appointment (3 quarters or 2 semesters), each ACF member will be offered a separate contract based on the workload for each quarter/semester at the rate of \$50.00 per contact hour.

B. Supplemental Contracts

1. Summer

ACF are eligible to teach courses during the summer quarter/semester on a separate contract at the College's discretion. They will be compensated at the \$50 ACF rate. ACF must submit a request to teach summer quarter/semester in the same manner and within the same time frame as full-time faculty and as referenced in § 4.06.

2. Overload

ACF are generally ineligible for overload except for incidental overloads that occur to reach a full-time load, up to a maximum of 3 contact hours. Any overload will be paid at the overload rate (adjunct rate).

3. Reassigned Time

ACF are generally ineligible for reassigned time. However, with approval of a chairperson, they may be assigned up to a maximum of 2 contact hours for time spent on program coordination and program advising activities.

4. Substitute Pay

The College will compensate ACF who substitute for other faculty at the ACF hourly rate.

Section 22.04 – Benefits

A. Health Benefits

The College will offer ACF the following benefits:

- Single or family coverage health insurance (CORE PLAN)

- •Single or family coverage dental insurance (DELTA DENTAL)
- •Single or family coverage vision insurance (VSP)

B. Life Insurance

The College shall provide life insurance in the amount of two times the ACF member's contract rate or estimated contract rate for the academic year, exclusive of any summer contracts.

C. Disability Insurance

The College shall provide disability insurance coverage equal to 60% of the ACF member's contract rate or estimated contract rate for the academic year, exclusive of any summer contracts.

D. Fee Waiver

ACF are eligible for fee waiver once they meet the criteria established by the College for general eligibility. They are not eligible for tuition reimbursement or professional development funds/opportunities.

E. Flexible Spending Accounts, 403(b) and 457 accounts

ACF may participate in any flexible spending or investment account opportunities which the College may offer to employees.

Section 22.05 – Leave

A. Sick Leave

ACF will accrue a total of 12 days of sick leave in an academic year

The terms and usage for sick leave are the same as those outlined in Article 31 and/or College Policies/Procedures, except that ACF may not carry over or cash out unused sick leave.

B. Personal Leave

ACF will accrue 1 personal discretionary leave day on January 1st of each year. ACF hired after January 1st shall not receive personal leave for the remainder of the calendar year.

The terms and usage for personal leave are the same as those outlined in Article 30 and/or College Policies/Procedures, except that ACF may not carry over or cash out unused personal leave.

Section 22.06 – Reduction in Force

In the event of a reduction in force (“RIF”) or if the College has to lay employees off, ACF members will be laid off before full-time faculty and non-bargaining unit teaching and teaching assistant personnel but after adjunct faculty.

Section 22.07 – Miscellaneous Provisions

A. Search Committees

ACF are not eligible to serve on search committees.

B. Performance Evaluations

ACF will receive annual performance evaluations conducted by the department chairperson in conjunction with lead faculty members and based on classroom observations, student evaluations, and other methods used to evaluate faculty.

C. Grievance Process

ACF may only grieve disciplinary suspensions.

D. Caps on ACF

The parties agree that the College shall employ a maximum of 50 ACF members in year 1 of the contract (2011-2012) and a maximum of 75 ACF members in year 2 of the contract (2012-2013). The cap on the number of ACF members the College may hire will be removed in year 3 (2013-2014). Prior to academic year 2013-2014, the parties will meet and confer to discuss such issues as the success behind implementation of ACF, the viability of ACF, and future use and numbers of ACF.

Section 22.08 – Terms and Conditions of Employment for ACF and Conflicting Provisions

The provisions of this Article pertain only to ACF.

ARTICLE 23 – FACULTY SALARY

Section 23.01 – Salary Ranges

A. Effective July 1, 2011, the salary ranges for each rank shall be:

1.	Instructor	\$39,486 - \$53,701
2.	Assistant	\$47,383 - \$64,233
3.	Associate	\$56,233 - \$81,822
4.	Professor	\$66,366 - No Cap

B. Effective July 1, 2012, the salary ranges of each rank shall be:

1.	Instructor	\$39,486 - \$53,701
2.	Assistant	\$47,383 - \$64,233
3.	Associate	\$56,733 - \$81,822
4.	Professor	\$66,866 - No Cap

C. Effective July 1, 2013, the salary ranges for each rank shall be:

1.	Instructor	\$39,486 - \$53,701
2.	Assistant	\$47,383 - \$64,233
3.	Associate	\$57,233 - \$81,822
4.	Professor	\$67,366 - No Cap

Section 23.02 – Salary Increases

A. Effective July 1, 2011, each faculty member will receive a one-time lump sum payment of \$2,000 that does not become part of the faculty member's base salary.

- B. Effective July 1, 2012, each faculty member will receive a one-time lump sum payment of \$1,000 that does not become part of the faculty member's base salary.
- C. Effective July 1, 2013, each faculty member will receive a 1% salary increase plus a one-time lump sum payment of \$500 that does not become part of the faculty member's base salary.

Section 23.03 –Promotion Raises

- A. Upon promotion in rank, faculty will have their salary increased to the base salary of the new rank, or receive a salary increase of 5%, whichever is greater. If that faculty member follows the traditional timelines and receives promotion to the rank of Associate or Professor within four or five years, then the faculty member will receive an additional bonus of \$2,000.
- B. Effective July 1, 2011, the base salary for the rank of Assistant Professor will be increased by \$153, and the base salary for the rank of Full Professor will be increased by \$500.
- C. Effective July 1, 2012, the base salary for the rank of Associate Professor will be increased by \$500, and the base salary for the rank of Full Professor will be increased by \$500.
- D. Effective July 1, 2013, the base salary for the rank of Full Professor will be increased by \$500.

Section 23.04 – Distinguished Full Professor

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

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

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

Section 23.05 – Salary Administration

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

Section 23.06 – Parity Compensation

If during the duration of this contract, the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or a broad class of non-bargaining unit staff within a fiscal year that is greater than the amount faculty members receive (as outlined in Section 23.02), faculty pay will be adjusted so that faculty members receive parity for that fiscal year. This provision does not apply to market salary adjustments, job reclassifications, departmental reorganizations, or

increases provided by individual contracts or grants. This provision also does not apply to individual merit increases or bonuses, unless such merit increases or bonuses become the primary means of adjusting salaries for another bargaining unit or a broad class of non-bargaining unit employees during the duration of this contract. Implementation of any such adjustment will be mutually agreed upon by the parties, following the guidelines agreed to by the parties on July 15, 2011.

ARTICLE 24 – OVERLOAD PAY

The overload pay rate shall be the same as the adjunct rate for the life of this Agreement, provided however, the overload rate shall not fall below \$46.30 per hour during the life of this Agreement.

ARTICLE 25 – SUBSTITUTE PAY

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

ARTICLE 26 – DISTINGUISHED TEACHING AWARD

Each academic year four faculty will be selected for a Distinguished Teaching Award. Distinguished Teaching Award winners will be selected during Spring Semester of each year by a committee consisting of the previous year's Distinguished Teaching Award winners, and one academic administrator appointed by the Senior Vice President of Academic Affairs.

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

ARTICLE 27 – BENEFITS

Section 27.01 – Benefits

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

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

Section 27.02 – Health Insurance

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

All medical, dental and vision plans maintained by the College for the duration of this Agreement and referenced in this Agreement shall be substantially similar to or greater than those described in the plan summaries in place as of January 1, 2011. Changes in these plans that are not substantially similar to current plans requires in-term bargaining between the College and the Association.

A. Medical Insurance

The College shall pay 80% of the medical insurance premium for the Core Plan (UHC Plus Plan 7EI-M). The faculty member shall pay 20% of the premium for the Core Plan.

1. Healthcare Engagement

The College and the faculty have a joint interest in maintaining a healthy workforce. To that end beginning July 1, 2011-June 30, 2012, faculty must annually participate in and document the following healthy activities in order to maintain paying 20% of the medical insurance premiums.

Those activities are:

- a. Health risk assessment
- b. Biometric screening
- c. Age specific tests (preventative examinations)
- d. Dental cleaning
- e. Physical examination or
- f. On-Line health coaching (in lieu of physical examination if not necessary based on age).

If the faculty member fails to participate and document these activities by May 15, 2012, the faculty member will pay 30% of the medical insurance premium for the next fiscal year and every year thereafter until s/he documents participation the following year.

Beginning July 1, 2012, the faculty member and his/her spouse on a family plan will have to be engaged and participate in the above activities by May 15, 2013. If the faculty member and/or spouse fails to participate and document these activities by the above date, the faculty member will pay 30% of the medical insurance premium the next fiscal year and every year thereafter until they document participation the following year.

B. Dental Insurance

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

The plan design shall remain comparable to the plans: Delta Dental DeltaPreferred Option (point-of-service Group #7414-0001).

C. Vision Insurance

The College will offer a vision plan. The College will pay 50% of the vision premium and the faculty member will pay 50% of the vision premium.

Section 27.03 – Disability Insurance

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

Section 27.04 – Life Insurance

The College shall provide life insurance in the amount of two times the faculty member's previous academic year (3 quarter/2 semester) salary, exclusive of pay for teaching summer and overload.

ARTICLE 28 – COLLEGE HEALTH CARE COMMITTEE

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

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

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

ARTICLE 29 – FLEXIBLE SPENDING ACCOUNT

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

Individuals participating in this Plan ("Participants") shall participate in the plan from January 1 through December 31 of each year, making elections annually. Elections thereafter cannot be changed or revoked during the Plan year unless the Participant or their spouse experiences a change of status, or the required contributions to pay premiums for the elected benefits change during the Plan year. Eligible expenses must

be incurred during the Plan year. Eligibility and use of the Plan shall be governed by Internal Revenue Code 125 and any and all subsequent amendments.

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

The Plan shall provide a copy of the Summary Plan Description to each Participant upon request.

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

ARTICLE 30 – PERSONAL LEAVE

Section 30.01 – Personal Leave Definition

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

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

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

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

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

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

Personal Leave shall not be unreasonably denied. The parties agree that there may be occasions when the faculty member's presence is necessary at department meetings or on In-Service Day, and when their repeated absence from classes adversely impacts instructional integrity and quality. On such occasions, the chairperson may deny a request for Personal Discretionary Leave, and provide a rationale for the denial. Any leave taken on In-Service Day shall not exceed 6.5 hours. If a faculty member has

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

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

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

ARTICLE 31 – SICK LEAVE

Section 31.01 – Sick Leave Policy

The College recognizes that from time to time faculty members will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury, pregnancy, exposure to a contagious disease which could be communicated to others, or for death, illness, or injury to a member of the faculty's immediate family. See also benefits available under College's Family and Medical Leave Policy and Procedures in effect at the signing of this Agreement. Sick leave may be used for appropriate absences for both the faculty member's regular workload and overload.

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

If a faculty member is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that faculty member is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which he/she receives lost-time compensation. Such leave shall be counted as Family and Medical Leave under FML Policy and Procedures in effect at the signing of this Agreement.

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

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

One-fourth of the accumulated sick leave earned as a faculty member of the College, or any agency of the State or any of its political subdivisions to a maximum of forty-five (45) days may be converted to a cash payment at the time of retirement, based upon the faculty member's rate of compensation at the time of retirement. The payment for

sick leave under this policy eliminates for all time the sick leave credit of the faculty at the time of retirement, and such payment will be made only once to any faculty member.

The College will establish procedures to administer this Policy.

Section 31.02 – Sick Leave Procedure

Faculty members who must be absent because of sick leave shall notify their administrator as soon as possible; at least within one hour of reporting time. Faculty members shall file with their administrator a completed absence form within three working days following the period of sick leave absence. The faculty member shall only be required to reflect on the absence form the actual number of contact hours, office hours, or other scheduled hours missed during the faculty member's absence. A faculty member who misses one full week of work shall reflect 40 hours on the absence form. The administrator shall approve or deny the form and notify the faculty member. Disciplinary action may be taken if a faculty member fails to file or falsifies an absence report as provided in this section.

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

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

If a faculty member's sick leave meets the conditions of the College's Family and Medical Leave Policy, the absence will also be counted as Family and Medical Leave. A faculty member who taught during three (3) of the past five (5) summer terms, or who has notified his/her department chairperson by the time that summer teaching assignments are made in the department that he/she intends to teach summer term, shall be permitted to use Family and Medical Leave and available sick leave to cover short-term or long-term absences due to illness or injury occurring over all or part of a summer term.

If a faculty member is taking Family and Medical Leave for a reason that meets the criteria for taking sick leave (under the Sick Leave Policy and Procedure in effect as of the signing of this Agreement), the faculty member shall, while on FML, utilize his/her accumulated sick leave balance (under the FML Procedure in effect at the signing of this Agreement). If a faculty member's absence due to a reason covered by the FML Policy exceeds the faculty member's earned sick leave, vacation, and personal leave, the faculty member will continue to be eligible for leave pursuant to the FML Policy and Procedure but will not be paid for the balance of the FML absence.

There may be times when a faculty member has utilized FML available to him or her in a given year but needs additional leave because of a serious medical condition. As long as the faculty member has a sufficient accumulated leave balance to cover the additional leave needed, the faculty member will be entitled to reinstatement at the end of said leave, under the same conditions that reinstatement is available under the FML Policy and Procedures in effect at the signing of this Agreement.

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

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

ARTICLE 32 – LEAVE DONATION

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

Section 32.01 – Definitions

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

Section 32.02 – Transfer of Donation

Once leave is donated, it shall not be returned.

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

ARTICLE 33 – SABBATICAL LEAVE

Section 33.01 – Definitions

Sabbatical: a paid period of absence from ordinary work duties for the purpose of professional development.

Semester Sabbatical: refers to any such leave for a minimum of one semester.

Nonstandard Professional Development Sabbaticals: refers to any such leave lasting longer than two weeks where the approval process needs to be shortened to accommodate the opportunity. A professional development opportunity lasting less than two weeks in length will be considered as a training or conference request.

Section 33.02 – Purpose

The purpose of a sabbatical is to provide opportunities that mutually benefit both the faculty member and the College that fall outside the usual and customary activities of the faculty member. Specifically, a sabbatical should:

- Support the faculty member's personal and professional growth
- Support student growth and learning
- Support College, division, and/or departmental goals and growth

Examples may include but are not limited to: advanced degree completion, scholarly research to benefit both the individual and the College, technical proficiency, and research and/or training to enhance pedagogy. Sabbatical leave will generally be granted for a period of one semester for faculty. Special circumstances and opportunities may merit the granting of an extended sabbatical not to exceed two semesters. Other forms of sabbatical for shorter periods may be granted to take advantage of non-standard professional development that does not require extended periods of training or scholarship.

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

- A.** First semester or less of leave: one hundred percent of salary and benefits.
- B.** Second semester of leave: one hundred percent of salary and benefits.

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

Sabbatical applications must clearly indicate the expected product or outcome to be delivered upon completion of the sabbatical. Examples of acceptable products or outcomes include but are not limited to:

- Articles, books or other publications
- Development of a new course or course materials

- Presentations to the department, division and/or College
- Creative works
- Implementation of new technology or pedagogy

Section 33.03 – Conditions

For semester sabbaticals, faculty may apply as early as autumn semester of their sixth year of full-time faculty status for a semester sabbatical beginning as early as the first semester of their seventh year of full-time faculty status. Applications must be submitted at least two semesters prior to the beginning of leave and within the first two weeks of the semester. Subsequent semester sabbaticals may be applied for after an additional five full years for faculty who will have a minimum of six years of additional service after the satisfactory completion of the previous granted sabbatical.

Faculty shall be permitted to take a semester sabbatical during summer provided they have been teaching fulltime for at least the previous two consecutive summers. Candidates for semester sabbaticals must meet all other deadlines and requirements for sabbatical leave as noted in the College’s Policy and Procedures Manual.

For nonstandard professional development sabbaticals, faculty may apply at any time for a sabbatical beginning after at least one year of full-time faculty status. Professional development sabbaticals are limited to no more than one opportunity within two academic years. Professional development sabbaticals can be taken during any semester (including summer) in which the faculty member is under contract.

Each division shall have a standing faculty committee that will review all sabbatical applications and make recommendations for approval. All candidates for sabbatical must meet all requirements and deadlines as set forth in College Procedure with the exception of faculty applying for a Professional Development sabbatical, who will be exempt from the deadline requirements.

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

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

Section 33.04 – Continuation of Services

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

ARTICLE 34 – COURT SERVICE

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

Section 34.01 – Definition

Court service is defined as a situation in which a faculty member is summoned for jury service or subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of witnesses as a witness, except when the employee is a party to a civil or criminal action.

Section 34.02 – Court Leave

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

Section 34.03 – Court Appointed Expert

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

ARTICLE 35 – UNPAID LEAVES OF ABSENCE

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

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

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

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

Section 35.01 – Application for Leave

Requests for unpaid leave of absence must be in writing and state the reason for which the leave is requested. The length of the requested leave and a statement that the

faculty member does, in fact, intend to return to regular employment status with the College at the end of the leave of absence must also be included in the request.

Section 35.02 – Eligibility

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

- A. Illness or Disability** – Faculty may request an unpaid leave of absence for their own illness or disability or the illness or disability of an immediate family member. Such leave may be granted for no more than one year (including any time taken pursuant to the Sick Leave or Family and Medical Leave policies for the illness or disability).
- 1. Request for Leave:** A request for such a leave must be accompanied by a statement from a health care provider certifying the basis for leave (or for additional leave if it is an extension of FML) and that the length of time requested is reasonably necessary given the medical condition.
 - 2. Reinstatement:** Before faculty can be reinstated, they must submit to the Human Resources Department a health care provider's statement, certifying that they have been examined and are able to resume the essential functions of their job. In addition, the Human Resources Department may request that faculty be examined by a physician appointed by the College. If there is disagreement between the faculty member's physician and the College's physician, the parties shall agree to a third physician whose decision shall be final and binding on the parties. The cost for this will be split evenly between the College and the faculty member.
- B. Professional Development** – Professional development may include but is not limited to academic study, educational fellowship, and employment in a related business, industry, or profession. Approval of such leave requires the recommendation of the faculty member's immediate administrator and concurrence of all other administrators in the organizational chain. A request for an unpaid leave of absence for professional development, including academic or practical experiences, shall include an outline of the program of development to be pursued. An approved unpaid leave of absence without pay for professional development shall be granted for no longer than one year. Faculty on Professional Development leave of absence may elect to continue receiving fringe benefits. For leaves of absence lasting 30 days or less, faculty may continue receiving fringe benefits by paying only their portion of the premium. For leaves of absence lasting more than 30 days, faculty may continue receiving fringe benefits by paying both the College's and their own portion of the premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.

An unpaid leave of absence for a fraction of any academic semester will be granted to faculty with instructional responsibilities only with the approval of the department administrator to ensure that instruction is not disrupted. In order to

maintain the quality of service at the College, an administrator may limit the number of concurrent leaves of absence for that department.

- C. Faculty Exchange/Visitation Program** – A request for a leave of absence to participate in an approved faculty exchange or visitation program may be granted on request for not more than one year. The request must be approved by the faculty member's administrator, dean, and the provost. Terms of compensation and benefits will be designated by the President at the time the unpaid leave of absence is granted. If faculty involved in the faculty exchange program receive regular full-time compensation from the College visited, they will earn one year's service credit at the College.
- D. Personal Needs** – A leave of absence for personal reasons may be requested and approved for a period not to exceed one year.

Section 35.03 – Definition

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

- A. Short-term leave of absence** shall be for a period of 30 calendar days or less and shall be requested in writing. Credit for service accumulation, salary calculation, promotional consideration, and payment of benefit premiums by the College will not be affected. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying their portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.
- B. Long-term leave of absence** shall be for a period of more than 30 calendar days and shall be requested in writing. Credit for service accumulation, salary calculation, sick leave, personal leave, vacation leave, and promotional consideration will not be accrued. Faculty on an unpaid leave of absence may elect to continue receiving fringe benefits by paying both the College's and their own portion of this premium, except as may be provided elsewhere in this procedure or as may be restricted by the benefit carrier.
 - 1. Amendments to an approved long-term leave of absence must be requested in writing. Amendments require approval by the faculty member's immediate administrator and the concurrence of the next-level administrator in the organizational chain.
 - 2. Upon completion of not more than three-fourths of the approved long-term leave of absence, faculty on leave will notify the Human Resources Department of their intention to return to employment with the College. Failure to make such notification could delay reinstatement.
- C. Factors:** For all leaves of absence, the factors to be considered in determining whether to grant or deny the leave of absence will include, but will not be limited to, the following:
 - 1. whether the work unit can function effectively without the faculty member for the time of leave requested;

2. whether the faculty member's work can effectively be accomplished in his or her absence by someone else within the work unit;
 3. whether the faculty member's work can effectively be accomplished by the short-term hire of another employee;
 4. the availability of other employees or potential employees with similar skills and experience necessary to accomplish the faculty member's work;
 5. whether granting or denial of the leave serves the best interests of the work unit or the College; or
 6. ability of the College to reinstate faculty at the conclusion of the requested leave to their original job or another job at a similar level of responsibility.
- D. Failure to return from a leave of absence on the scheduled date of leave termination, or failure of faculty to abide by the terms of the leave of absence, may be just cause for discharge of the faculty member, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the faculty member on the last day worked.

ARTICLE 38 – PROMOTION & TENURE

Section 38.01 – Promotion and Tenure Procedures

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

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

Section 38.02 – Placement into Instructor Rank

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

All new faculty who are hired with at least 15 points will be initially placed at 4% above the base instructor salary.

All new faculty who are hired with at least 19 points will be initially placed at 8% above the base instructor salary.

All new faculty who are hired with at least 23 points will be initially placed at 12% above the base instructor salary.

Section 38.03 – Delays in Application for Tenure

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

ARTICLE 39 – FULL-TIME FACULTY SEARCH COMMITTEES

Section 39.01 – Purpose

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

- Chairperson of the department (will serve as the committee chairperson);
- Three to five tenured faculty members (if available) from the department with the vacancy. In the rare case that the only faculty with proper expertise in a content area are non-tenured, the departmental faculty may choose to select a non-tenured faculty member. The process for selecting these faculty members will be established and implemented by the department's full-time faculty; and
- One tenured faculty member and/or administrator from outside the department appointed by the College.

The committee will choose up to three candidates per vacancy. The Dean will meet with the department chairperson and one or more of the department faculty on the committee to discuss the committee's recommendation. After the hiring decision is made and upon request of the committee, the Dean will meet with the committee to discuss the decision.

Section 39.02 – Notification

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

Section 39.03 – Reconvening of Hiring Committees

If another full-time faculty position becomes available in the same department within 90 days of the completion of a hiring committee's work, and that committee has appropriate expertise, that committee may be reconvened to choose up to three candidates for the new position from the original candidate pool, a new candidate pool, or a combination of both as determined by the committee.

ARTICLE 40 – FACULTY HIRED AS DEPARTMENT CHAIRPERSON

Section 40.01 – Tenured Columbus State Faculty Hired as Department Chairperson

Any tenured Columbus State faculty member who accepts a position as a department chairperson will retain all of the rights and privileges related to tenure and established rank for a one-year period of service as chairperson and has the right to return to his/her former faculty position if s/he notifies the College in writing anytime within one year of the date of hire as chairperson. A tenured Columbus State faculty member who seeks to return to the faculty after the first year will retain all of the rights and privileges

related to tenure and established rank both while serving as chairperson and after his/her return to the faculty. S/he may return to an open faculty position, or to a Board approved faculty position for which s/he is qualified upon submitting written notice to the College.

Should a chairperson with tenure wish to return to the faculty s/he will return to the rank and tenure status s/he left to become chairperson. Upon such return to the faculty, the faculty member will be assigned the rate of pay s/he normally would have received had s/he not left the faculty position. The faculty member's years spent as chairperson, and activities undertaken while serving as department chairperson, may be used for future promotions in rank. Such activities include, but are not limited to, those that would be considered Service to the Department, Service to the Division, and Service to the College. Upon returning to faculty status, the faculty member may not apply for promotion in rank until s/he has completed at least two semesters of full-time faculty employment.

Section 40.02 – Non-Tenured Columbus State Faculty Hired as Department Chairperson

Any non-tenured Columbus State faculty member who accepts a position as department chairperson will retain all of the rights and privileges related to established rank for a one-year period of service as chairperson and has the right to return to his/her former faculty position if s/he notifies the College in writing anytime within one year of the date of hire as chairperson. A non-tenured Columbus State faculty member who seeks to return to the faculty after the first year of employment as a chairperson shall have the right of first refusal for any open faculty position in the department for which s/he is qualified. S/he shall be returned as a non-tenured Instructor and shall have the right to file for tenure and promotion in rank consistent with the time served as a faculty member prior to accepting the chairperson position. The faculty member's years spent as chairperson may not be used for tenure or future promotions in rank. The faculty member's service activities while serving as department chairperson may be used for tenure or future promotions in rank in service categories only.

Section 40.03 – Non-Columbus State Faculty Hired as Department Chairperson

Any chairperson who was not a faculty member at the College at the time of hire must go through the regular hiring process for an open faculty position if s/he desires to become a faculty member. In such cases, the Dean will appoint an Associate Professor or Full Professor from the department or a chairperson from another division to chair the hiring committee. If the full-time faculty within the department who are serving on the search committee for that vacancy agree that the chairperson who wishes to transfer into that position meets the qualifications for the vacant position, then they may mutually decide to forego the normal search process and allow the chairperson to transfer into the vacant position.

If the full-time faculty within the department who are serving on the search committee for that vacancy wish to interview other candidates for the vacant position and do not mutually decide to forego the normal search process, then the chairperson desiring a transfer may still apply for the vacant position through the normal full-time faculty search process.

Placement in rank and eligibility for tenure shall be mutually determined by the College and the Columbus State Education Association.

ARTICLE 41 – COMPLIANCE WITH LAW

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

ARTICLE 42 – GRAMMAR

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

ARTICLE 43 – SAVINGS CLAUSE

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

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

ARTICLE 44 – IN-TERM BARGAINING

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

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

Section 49.01 – Totality of Agreement

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

whether or not the matter is specifically referred to or covered in this Agreement, even though the matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 49.02 – Non-Exercise of Rights

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

Section 49.03 – Policies and Procedures

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

ARTICLE 50 – DURATION

This Agreement shall become effective July 1, 2011, and shall remain in full force and effect until midnight June 30, 2014. If prior to the termination date of this Agreement either party wishes to negotiate a successor to this Agreement, such party must serve upon the other party written notice of such intent at least ninety days prior to the termination date of this Agreement.

LETTER OF UNDERSTANDING – CLASSROOM SAFETY

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

LETTER OF AGREEMENT – SUMMER QUARTER 2012

The pay for a faculty member teaching a 16-hour load Summer Quarter 2012 will be 11/34 of their 9-month contract.

LETTER OF AGREEMENT – VOLUNTARY CASH SEPARATION INCENTIVE

At various times throughout Columbus State's history, retirement incentives have been offered when conditions warrant. Given the continued complexities and uncertainties related to state funding for higher education, a softening enrollment, and proposed pension reform legislation, the College and the Association agree to the following Voluntary Cash Separation Incentive Plan for faculty members already eligible to retire.

Eligibility

1. To be eligible for this Incentive Plan, a Full-time faculty member must meet the current eligibility requirements to retire under State Teachers Retirement System (STRS) and/or the Alternative Retirement Plans (ARP) systems during the effective dates of the Incentive Plan.
2. The faculty member must have a combination of age and service years with the College and/or any other public employer/political sub-division to qualify for retirement.
3. A faculty member who has already retired from a public employee retirement system is not eligible for this Incentive plan.

Implementation

1. Because this is a Cash Separation Incentive Plan, the faculty member does not have to officially retire into the state system.
2. The faculty member who meets the eligibility requirements must separate from the College no later than 6 months from the date the Incentive Plan is officially offered, or from the date s/he becomes qualified.
3. Effective dates of the Incentive plan are:
 - a. Year 1 July 1, 2011 – June 30, 2012
 - b. Year 2 July 1, 2012 – June 30, 2013
 - c. Year 3 July 1, 2013 – June 30, 2014

4. The faculty member who meets the eligibility requirements must notify the College of his/her interest in the Incentive plan between July 1 and August 31 of each year.

Incentive

The College and the Association recognize that Incentive payouts for years 2 and 3 are subject to Board approval of funds for the Incentive plan in each of those years.

1. A faculty member who meets the eligibility requirements and volunteers in year one of the Incentive plan shall be given a cash incentive of one year salary up to a maximum of \$75,000 (3 quarters salary).
2. A faculty member who meets the eligibility requirements and volunteers in year two of the Incentive plan shall be given a cash incentive of one year salary up to a maximum of \$50,000 (3 quarters or 2 semesters salary).
3. A faculty member who meets the eligibility requirements and volunteers in year three of the Incentive plan shall be given a cash incentive of one year salary up to a maximum of \$20,000 (2 semesters salary).

The parties recognize that the Board may increase the maximum amount in years 2 and/or 3 of the Plan.

Upon separation, a faculty member who participates in the Incentive Plan is also eligible to cash out his/her accrued leave sick leave as if s/he were retiring, and may cash out unused Personal Leave per College policy.

An eligible faculty member who accepts the Incentive Plan may not return to the College in full-time tenure-track faculty position without approval of the President.

MEMORANDUM OF UNDERSTANDING – PROMOTION/TENURE LANGUAGE

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING – ACCESS TO ONLINE COURSES

The department chair (or designee) may need to access online components of courses for many purposes including, but not limited to, insuring consistency of content materials, addressing student issues, and addressing accreditation matters. Except for legal reasons, the chair (or designee) will notify the faculty assigned to the course that s/he will access or has accessed the course as soon as practicable. In cases of routine matters, such as verifying all course syllabi at the beginning of the quarter, prior collective notice may be given to all affected faculty. The online access procedures outlined in this MOU are not intended to alter the regular practice of referring students to directly address complaints with the faculty member prior to investigating the potential or actual complaint.

MEMORANDUM OF UNDERSTANDING – FACULTY GOVERNANCE

The Association and the College agree to establish a committee to explore and identify an appropriate model for faculty governance and recommend changes in College Policy and Procedure that will provide for faculty governance in areas involving issues of an academic nature, including but not limited to:

- Curriculum
- Assessment
- Student attainment and retention

CSEA shall appoint four (4) faculty members to the committee, two (2) from the Arts & Sciences Division and two (2) from the Career and Technical Division.

The committee will commence its work no later than the start of Winter Quarter 2012. The committee will make a recommendation of a faculty governance model to the President of the College.

MEMORANDUM OF UNDERSTANDING – LATERAL TRANSFERS

Section 1 – Lateral transfers between departments/programs

The Association and the College recognize that in rare circumstances, a full-time faculty member may wish to transfer from one department/program to another department/program in which there is a full-time faculty vacancy.

If the chairperson of the department with the vacancy and the full-time faculty within the department who are serving on the search committee for that vacancy agree that the faculty member who wishes to transfer into that position meets the qualifications for the vacant position, then they may mutually decide to forego the normal search process and allow the faculty member to transfer into the vacant position. The faculty member who transfers will maintain his/her current tenure status, rank, and salary.

If the chairperson of the department with the vacancy and the full-time faculty within the department who are serving on the search committee for that vacancy wish to interview other candidates for the vacant position and do not mutually decide to forego the normal search process, then the faculty member desiring a transfer may still apply for the vacant position through the normal full-time faculty search process. Any current faculty

member hired through this process shall retain his/her tenure status, faculty rank, and salary.

Section 2 – Lateral transfers between campuses

The Association and the College recognize that in rare circumstances, a full-time faculty member may wish to transfer from one College campus to another College campus (i.e., from Columbus to Delaware, or from Delaware to Columbus) in which there is a full-time faculty vacancy within the department that he/she teaches.

If the chairperson of the department with the vacancy and the full-time faculty within the department who are serving on the search committee for that vacancy agree that the faculty member who wishes to transfer into that position meets the qualifications for the vacant position, then they may mutually decide to forego the normal search process and allow the faculty member to transfer into the vacant position. The faculty member who transfers will maintain his/her current tenure status, rank, and salary.

If the chairperson of the department with the vacancy and the full-time faculty within the department who are serving on the search committee for that vacancy wish to interview other candidates for the vacant position and do not mutually decide to forego the normal search process, then the faculty member desiring a transfer may still apply for the vacant position through the normal full-time faculty search process. Any current faculty member hired through this process shall retain his/her tenure status, faculty rank, and salary.

In situations in which there is a full-time faculty member at the Delaware campus who wishes to move to the Columbus campus, and a full-time faculty member from the same department on the Columbus campus who wishes to move to the Delaware campus, then such transfers may be done with the approval of the department chairperson.

MEMORANDUM OF UNDERSTANDING – PERFORMANCE AND PROFESSIONAL DEVELOPMENT STANDARDS FOR CAMPUS SUPERVISORS

When the College establishes a committee to make recommendations about performance standards and professional development for campus managers and supervisors, the President of the College will determine the composition of the committee and will include faculty representatives on the committee.

MEMORANDUM OF UNDERSTANDING – ASSIGNMENT OF FACULTY OFFICES

The Association and the College recognize that the significant enrollment growth, the growth in the number of full-time faculty, and the limited physical space available have presented unique challenges that must be addressed. The College is approaching its capacity in terms of faculty office space, and will likely need to consider creative ways of addressing this challenge.

The parties agree that faculty generally will be assigned to a private office with a location to secure their belongings. There may be instances in which two faculty have to share an office space, but in those instances each faculty member will have a location to secure his/her belongings. When faculty are assigned a shared office space, faculty within the department will be given an opportunity to establish a process for

determining such assignments. If no such process can be agreed upon, then the department chairperson will make these assignments, with seniority being a primary consideration in making such assignments. Other factors, including expected teaching modalities (e.g., traditional vs. distance learning), expected teaching schedules (e.g., morning classes vs. evening classes), faculty rank, and coordinator/lead teacher responsibilities may also be considered by the chairperson.

MEMORANDUM OF UNDERSTANDING – PROFESSIONAL DEVELOPMENT

Both parties recognize that professional development is a critical component of the faculty job description, and opportunity for travel is a necessity for both faculty development and the advancement of the mission of the College. Furthermore, "Professional Development" is a category that many faculty have depended on for purposes of promotion and tenure, and full-time faculty at Columbus State have a well-established history of ample opportunities for professional development, including reimbursement for conference registration fees and other travel expenses necessary to support and advance the College's mission.

As budgets are updated during the fiscal year, if a need exists for travel that is beyond the original amount budgeted, necessary adjustments will be made. Faculty committees within each department and/or division will be convened to determine what continuing education needs exist and to decide on conference priorities. In order to support conference travel deemed necessary by the faculty, trade-offs can be made between and among allocations across divisions.

It is not the intent of this process that opportunities to support the promotion and tenure process through professional development activities be reduced from the well-established historical levels. The Senior Vice President of Academic Affairs will review the requested adjustments and decide how much additional funding will be considered along with other budgetary priorities that may arise by mid-year.

MEMORANDUM OF UNDERSTANDING – PROMOTION AND TENURE PROCESS

I. Rationale for Change

The Association and the College recognize that a high quality and highly-functional promotion and tenure process is of significant importance to the College (faculty and administration). Tenure is intended to insure quality and excellence of instruction by rewarding imaginative, creative, and effective teaching by assuring faculty members who receive tenure of annual employment contracts that can be terminated only for just cause or a reduction in force. Promotion is the mechanism to provide a career path for faculty for advancement through the ranks of Instructor, Assistant Professor, Associate Professor, and Professor, through demonstration and documentation of meritorious activities with increased expectations at each rank.

Two things are increasingly clear about public higher education institutions. First, Presidents and Boards of Trustees of universities and colleges have become increasingly active in setting strategic goals and parameters that reflect local, state, and national mandates and priorities. Second, faculty accomplishments in

teaching, scholarship, and service largely determine the quality of the institution as a whole. Reconciling these two realities determines the extent to which an institution can grow and prosper.

At Columbus State Community College, there are [currently] two primary goals driving major strategies and decisions. The first goal is a commitment to ever higher levels of student retention and success. The second, and related goal, is growing student enrollment by attracting a diverse student body.

As we strive to meet these goals, the Board of Trustees has challenged campus administrators, faculty and staff to focus on an integrated approach to developing a higher education culture. As we collectively work to meet this challenge, one item requires particular consideration - the promotion and tenure process for Columbus State faculty.

All recognize the importance of the tenure and promotion process. With the goals and parameters outlined, along with technological advancements, changing expectations of faculty, emerging needs of the College, and other considerations, the promotion and tenure process should be reviewed periodically and updated as needed. Such a review process needs to allow for input from a broad cross-section of faculty and academic administrators, needs to recognize inherent differences between the academic divisions and departments, and must have as its goal a promotion and tenure process that encourages faculty to excel in their profession in ways that benefit the College.

The College and Association agree to form a Promotion and Tenure Review Committee consisting of 3 faculty from each division (elected by faculty from their respective divisions), one faculty member from each division (appointed by CSEA), and 3 academic administrators (selected by the President of the College). The Committee is charged to review a number of factors as outlined below and to make recommendations to the Senior Vice-President of Academic Affairs for future implementation.

II. The Committee Charge

First, the Committee is charged with examining the time to attain tenure and time between promotions. Among other things, the committee needs to evaluate realistic time frames related to growth and effectiveness. The time it takes a faculty member to achieve the top ranks of promotion (Associate and Full Professor) must realistically reflect expectations for excellence at each state of promotion.

Second, the Committee must recognize and account for the differences among the various fields of study when analyzing the entire tenure and promotion process.

Third, the Committee is charged with delineating the categories for promotion and clarifying the types of activities appropriate for each category.

Fourth, the Committee is charged with suggesting what materials and media are appropriate for the promotion and tenure portfolio. The Committee should set

guidelines for determining the extent of documentation that would best support each category.

Fifth, the Committee is charged with recommending the role peer review teams/mentors play in the tenure and promotion process. Any recommendations must be sensitive to the time and effort that would be necessary by both mentors and mentees in order to fully implement a peer review/mentoring process, and include recommendations to address those concerns.

Sixth, the Committee is charged with recommending the extent to which the promotion and tenure process should recognize the superior quality of work in a few areas as being as valuable as an extensive quantity of work in more areas.

Finally, the Committee will identify a method for aligning the faculty annual appraisal process with the promotion and tenure process. Any suggested approach should provide a means for faculty to set a detailed set of annual goals and specific deliverables. The method recommended must ensure that faculty work is inextricably intertwined with the College's mission, vision, and goals.

MEMORANDUM OF UNDERSTANDING – STUDENT ADVISING

The College and the Association recognize that the advising responsibilities of faculty in (primarily) the Career and Technical Division will increase during the conversion to semesters. These faculty will be responsible for advising all in-program students to enable them to achieve as seamless an academic transition as possible.

While faculty are indeed the most knowledgeable individuals about semester curricula, other options exist to support them during this process. Four part-time advisors will be hired for a period of time specifically for the purpose of assisting faculty with this advising. In addition, experienced adjunct faculty can be hired for up to 8 hours above the 12-hour teaching cap (at half the adjunct rate) to provide additional advising assistance. Transition students who are near the completion of their degree or are beginning a new program should generally be able to have their S2S advising needs met by these advisors, rather than by meeting with a faculty member. If the faculty member and the department chair agree that reassigned time is appropriate, then faculty may be granted reassigned time with approval of the dean. Such requests may not be unreasonably denied.

Both parties recognize that the task of advising students in technical programs is very time intensive. The College agrees to convene a meeting among the following individuals: The Vice President of Student Life, the Dean of Enrollment Services, the Senior Vice President of Academic Affairs, the Dean of the Career and Technical (C&T) Division, two Chairpersons from the C&T Division, two members of the CSEA, and four faculty representatives from the C&T Division to further explore issues and possible solutions concerning student advising – particularly as it relates to the amount of advising required of faculty in technical programs. The initial discussions concerning advising occurred during a small group break-out session of contract negotiations held on May 27, 2011. The meeting is intended to be a continuation of that discussion, ideally with the same participants, and will be scheduled for a date in mid to late July,

2011. Following that meeting there is a commitment to continue that discussion and problem-solving process.

MEMORANDUM OF UNDERSTANDING – OPTIONAL HEALTH INSURANCE PLAN

The College makes available an optional plan for faculty to select from: The Alternate Plan 1 (UHC PS1 Choice Plus copay for the Core/PPO and PSI Choice Plus no copay for the HDHP/HSA). The plan may be adjusted or withdrawn by the College on an annual basis following consideration of recommendations of the College Healthcare Committee.

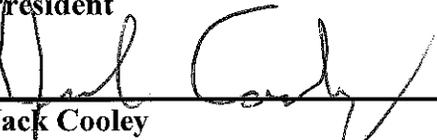
For the duration of this Agreement, the College pays 80% of the premiums of the Alternate Plan 1. The faculty member pays 20% of the premium for the Alternate Plan 1. For the duration of this Agreement, the College will contribute for single (\$1,000) and family (\$2,000) coverage for the deductible for Alternate Plan 1. This amount may be prorated for faculty hired after the first quarter/semester of the academic year.

The Parties here cause this Agreement to be executed this July 29, 2011.

On behalf of
Columbus State Community College



David T. Harrison
President



Jack Cooley
Sr. Vice President of Academic Affairs



Tim Wagner
Vice President of Human Resources



Polly Owen
Dean of Career & Technical Programs



Karen Muir
Interim Dean of Arts & Sciences



Mary Vaughn, Chairperson
Integrated Media & Technology



Garry Fourman
Chairperson of Modern Languages



Jonathan McCombs
Chairperson of Law Enforcement



Stephanie Demers
Labor Relations Advisor



Carmelita Boyer
Administrative Assistant

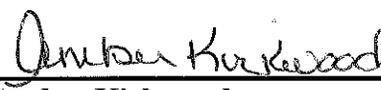
On behalf of
Columbus State Education Association



Darrell Minor
President



Kevin James
Vice President



Amber Kirkwood
OEA Labor Relations Consultant



Keith Sanders, Assistant Professor
Electronic Engineering Technology



T. J. Duda, Associate Professor
Mathematics



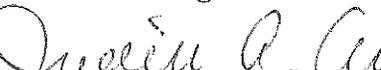
Ingrid Emch, Associate Professor
English



Steve Abbott, Professor
English



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