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**Contract Between**

**Edison State Community College**

**and the**

**Edison State Education Association**

**Term Expires August 16, 2022**



**CONTRACT BETWEEN EDISON STATE COMMUNITY COLLEGE  
AND THE  
EDISON STATE EDUCATION ASSOCIATION**

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## CONTRACT

This CONTRACT made and entered into as of this 26<sup>th</sup> of June, 2019, by and between the EDISON STATE COMMUNITY COLLEGE, hereinafter referred to as the “College,” and the EDISON STATE EDUCATION ASSOCIATION, an affiliate of the OEA/NEA, hereinafter referred to as the “Association,” and jointly hereinafter referred to as “parties”:

### WITNESSETH:

WHEREAS, the Association recognizes that the College has the full and exclusive responsibility and obligation of providing education and training for the students enrolled in its system; and

WHEREAS, the College recognizes the Association as the exclusive collective bargaining representative for the employees covered by this Contract as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Contract respect and promote said responsibility and obligation of the College as well as the interest of its employees; provide the highest quality education and training; prevent interruptions to and interferences with the College’s services and programs; and set forth herein the rates of pay, hours of work and conditions of employment for the employees covered by this Contract;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

Section 1. The College recognizes the Association as the sole and exclusive representative of the employees of the College, as hereinafter defined, for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall apply to persons who are employed as full-time teaching faculty of the College. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall exclude all other employees of the College, including but not limited to:

- A. Part-time faculty members (Part-time faculty being defined as those faculty hired under a part-time contract); and
- B. Temporary faculty, instructional assistants, tutors and employees whose appointments are primarily funded through special grants;
- C. Employees of non-academic departments or programs and employees of the library;
- D. Administrators at any level.

Section 2. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Association recognizes that the College maintains the sole and exclusive right to manage its operations in such manner as the College shall determine. All rights, functions and prerogatives of management not expressly and specifically restricted or modified by an explicit provision of this Contract are reserved and retained exclusively by the College. The College's right to manage its operations shall include, but not be limited to, its rights to:

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

11. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

Section 1. The Association shall be permitted to use College facilities at no cost for purposes of transacting official Association business, provided that such meetings do not interfere with the normal hours and operation of the College. The use of College facilities by the Association must be approved by the appropriate administrative officer of the College, and such approval shall be determined within the guidelines of College policy.

Section 2. The Association shall be permitted reasonable use of E-mail, the College's bulletin board in the staff lounge, and faculty mailboxes for communicating with members of the bargaining unit.

Section 3. Access to photocopying machines shall be available to the Association at the same cost as access to the College's public access machine(s), provided no secretarial or clerical help is required by the Association.

Section 4. The College will deduct from the pay of the members of the Association covered by this Contract 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 receipt from the Association of individually signed authorization cards executed by Association members for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Association. All authorized deductions will be made from the

Association members' pay on a regular semi-monthly basis, November through August. Pay deductions shall be transmitted to the Association monthly, November through August.

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 with this provision, or in reliance on any notice or authorization form furnished under any provision of this Contract.

Section 5. Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on behalf of the Association.

Section 6. Upon written request by the Association president for access to public information which is in the College's possession, the College agrees to provide such access. Access will be provided only to the extent that College efforts required to satisfy such requests are not disruptive of normal operations.

Section 7. The College shall schedule an hour block during semester preparation days to permit Association representatives to meet with newly hired full-time faculty members as follows:

- A. Meetings pursuant to this section are voluntary; the College shall not compel any person to attend.
- B. The date and time scheduled for meetings pursuant to this section shall be included in the semester preparation days' calendar. The College shall not schedule or require newly hired full-time faculty members to participate in any other activity during the hour blocked out pursuant to this section.

**ARTICLE IV**  
**CONTRACT YEAR**

Section 1. For purposes of this Contract:

- A. “Academic calendar” means the calendar of instructional terms and other related administrative dates for each academic year (August through July).
- B. “Contract Year” means the period of time from the first duty day to the last duty day (inclusive).
- C. “Duty day” means a day on which faculty must be available for the assignment of duties during the contract year.
- D. “Working day” means days during which the college is open, and classes are scheduled.

Section 2. Each faculty member will be assigned a maximum of one hundred seventy-eight (178) duty days. The College, recognizing the importance of preparation and grading, shall allot four (4) duty days per semester for preparation and grading. Commencement shall be included as an assigned duty day. A spring break of five (5) working days will be provided.

The first duty day of each contract year shall be announced prior to the close of the previous contract year. A calendar of duty days for a contract year will be provided to each faculty member on or before August 1 preceding the beginning of the contract year.

Section 3. A faculty member, with the approval of his or her dean, may elect to fulfill some duty day obligations during identified break, inter-term or holiday periods. Non-participation in this option will not be considered in a faculty member’s evaluation.

Non-teaching days spent at required professional conferences and travel days to and from required professional conferences count as tradeable duty days.



Days assigned for summer teaching shall not count toward the fulfillment of a faculty member's 178 duty day obligation, unless the faculty member agrees to provide service beyond normal summer teaching.

The College reserves the right to establish and change the annual academic calendar. The Association may designate representatives to meet with the Provost and the academic deans to provide recommendations for the academic calendar and for annual faculty duty days.

## **ARTICLE V WORKLOAD AND RESPONSIBILITIES**

Section 1. Definition. Full-time faculty are those persons employed to provide instruction during a regular academic year whose assigned load is a minimum of thirty (30) semester contract hours. This definition does not apply to faculty appointed on a temporary basis. Contract hours taught during summer sessions or contracts and hours associated with teaching courses and seminars for the Business and Industry Center cannot be applied toward the above minimums. Any class or laboratory for which a faculty member has assigned responsibility will be considered part of his or her load. In special cases, the Provost can reduce a specific full-time faculty member's required minimum. Reduced teaching assignments shall be offset by other instructionally related duties as assigned by the Provost. The formula for determining time released from a full-time teaching load will be applied as follows: two hours (2) of non-teaching duty per week for a semester will equal one credit hour of teaching load. The Association president shall be notified of all reduced load assignments.

Section 2. Duties and Responsibilities. The duties and responsibilities of each faculty member shall include teaching and effective advisement of students; service to the College,

including participation in appropriate non-classroom teaching functions and performance of assigned administrative obligations; and on-going professional development and professional service. In order to fulfill these duties and responsibilities, each faculty member shall be familiar with the philosophy and objectives of the College, and, in carrying out these duties and responsibilities, each faculty member shall work within the plans and policies of the College.

It shall be the College's responsibility to provide each newly hired faculty member an orientation program designed to familiarize the faculty member with the philosophy, objectives, plans, and policies of the College. The College recognizes that in some circumstances the success of a new faculty member may require special consideration with respect to the number of sections assigned, the characteristics of the sections assigned, and the amount of committee work initially expected.

Each faculty member shall:

- A. Provide instruction and conduct classes in accordance with the philosophy of the College and within the scope of a defined course of study.
- B. Develop curriculum and learning assessment processes.
- C. Meet all administrative timelines and complete the submission of required documents and reports.
- D. Help students in registration, advisement and coursework.
- E. Attend meetings as required.
- F. Participate in professional development activities.
- G. As assigned or elected, serve on committees and coordinate the activities of program advisory committees.

- H. Participate in the College's promotional and community services activities and engage in activities that contribute to the College's efforts to recruit and retain students. (Faculty recognize that some recruitment and retention efforts are time sensitive and that faculty recruitment and retention efforts are most effective when conducted during these time sensitive periods.)
- I. Sponsor or assist with student clubs or activities.
- J. Assist part-time faculty, instructional assistants and tutors in the faculty member's field of study.
- K. Perform such other related duties as the appropriate dean or the Provost may assign for the good of the College.
- L. Contribute to external standards of performance such as accreditation, USO Success Points, and other state mandates.
- M. Promote a professional educational environment by dressing in a manner appropriate to their disciplines, activities, and audiences, as agreed upon in notes.

All of the duties and responsibilities on the previous list may not be applicable to every faculty member every year, but faculty members are subject to having any of the duties and responsibilities assigned in a given year.

Section 3. Class and Office Hours.

- A. Meeting Classes: Faculty shall meet their classes for all assigned hours, and no class shall be cancelled or rescheduled without appropriate notification to the College.

- B. Substitution: On occasions when a full-time faculty member is absent from class, other full-time members of the staff may be asked to teach the class without reimbursement. The appropriate dean will attempt to equalize such assignments so that the additional assignments will not become a burden to any person. Assignments of this order will be considered part of the regular hours for the faculty members involved.

In exceptional cases, such as prolonged illness of a full-time faculty member, another faculty member may be asked, at the discretion of the Provost, to substitute at the overload pay rate specified in this contract. Any hours involved in substituting for pay must be outside the regularly scheduled hours of the substituting faculty member and shall be agreed to in writing.

- C. Office Hours/Advisement: During the fall and spring semesters, each faculty member shall schedule six (6) office hours each week in which classes are in session. With the written approval of the appropriate dean, a faculty member's normal schedule of six (6) office hours may be revised during the weeks of final exams. At least one office period shall be scheduled each day that the faculty member is assigned classes. Office periods shall be scheduled such that students and prospective students shall have reasonable accessibility. A minimum of one (1) evening period shall be required when the faculty member is assigned evening classes. During each semester a faculty member teaches online, one required office hour per online class may be satisfied in either online or traditional formats, not to exceed three (3) online office hours per semester, unless approved by the Provost.

An office hour is defined as a sixty (60)-minute time block. An office period is defined as a time block of 15 minutes or more in which the faculty member is available to students or the administration for consultation.

Full-time faculty members shall maintain scheduled office hours during the fall and spring semesters. Office hours/periods and locations for each semester, including terms within the semester, shall be clearly posted on the individual faculty member's office door. The Provost may grant individual faculty members exceptions to the office hour requirements contained in this section when, in the judgment of the College, exceptions will better meet the access needs of students. Such exceptions shall be published and a copy provided the Association within fifteen (15) working days of such exceptions.

Full-time faculty members who teach during one or more of the terms outside of the fall and spring semesters are not required to maintain scheduled office hours. Faculty shall be reasonably available to meet the educational needs of their students during those terms and shall include a statement regarding their availability for student needs in the syllabus distributed to students.

- D. Teaching Load: Except where modified elsewhere in this contract, each full-time faculty member shall be expected to teach fifteen (15) contract hours per semester during the academic year. In the event that a full-time faculty member's load falls below the fifteen (15) contract hours per semester, the affected full-time faculty member will substitute another class with the joint agreement of the appropriate dean. Each contract hour taught in excess of fifteen (15) in any semester during the academic year shall constitute an overload.

- E. Faculty Schedules: At least eleven (11) hours shall elapse between the end of a faculty member's last class on one day and the beginning of his or her first class on the succeeding day. Exceptions to this scheduling requirement may be made upon joint Contract between the faculty member and the appropriate dean.
- F. Contract Hour: A contract hour is defined as one fifty-minute (50) hour of lecture weekly for the full academic semester.

Contract hours for Independent Study will be awarded according to the following table:

Credit Hours	Number of Students					
	1	2	3	4	5	6
1	0.25	0.40	0.55	0.70	0.85	1.00
2	0.40	0.70	1.00	1.30	1.60	1.90
3	0.55	1.00	1.45	1.90	2.35	2.80
4	0.70	1.30	1.90	2.50	3.10	3.70
5	0.85	1.60	2.35	3.10	3.85	4.60

Contract hours for Labs and Clinicals will be calculated with the following formula:

Lab/Clinical clock hours (without ratio calculations applied) X .75 = Contract hours

The following definitions will be used:

Clinicals – A supervised nursing practice experience which involves any component of direct patient care and under direct supervision of an instructor or subject matter expert.

Lab – A period of study where students demonstrate a working knowledge of the information taught in lecture through simulation or mock training aids

within a controlled educational environment under the direct supervision of an instructor or subject matter expert.

Where “blocking” of multiple courses occurs, the faculty member’s load shall be based on the contribution to that load generated by one of the blocked sections; if the blocked sections carry differing contract hour values, the highest shall be used.

- G. Course Enrollment Caps: The College will not set the enrollment cap on any individual course section higher than 35 students. Enrollments in a course section may exceed this number only when the faculty member teaching the course or the program director under which the course falls are in agreement with the appropriate dean to an increase of the course enrollment cap. Once a course section goes on the class schedule and is assigned to an instructor, the enrollment cap for the section may not be raised except when the faculty member teaching the course or the program director under which the course falls are in agreement with the appropriate dean to an increase. Enrollment limits for English 121 and 122 courses only will be set at 18 students.

#### Section 4. Supplemental Contracts.

The College retains the right to determine the number of supplemental contracts issued and the means used to select faculty for such contracts. Faculty members will be provided with written notice of Program/Discipline Coordinator, supervision of external arrangements for student learning, and ARC assignments.

The College retains the right to determine the curriculum areas in which Program/Discipline Coordinator positions will be implemented. Services associated with both

positions will be provided during those calendar time periods when staffing and hiring decisions are traditionally made. Participation by full-time faculty in these positions is voluntary and is on a year-by-year basis. Non-participation will not affect any faculty member's evaluation. It is the intention of the College that participation as a Program/Discipline Coordinator will in no way change the employee classification status of a full-time faculty member.

Supplemental contracts shall be as follows:

A. Program/Discipline Coordinator

The duties of the Program/Discipline Coordinator will be to:

1. Recommend staffing for full-time and adjunct faculty.

The coordinator and dean need to ensure that every full-time faculty member maintains a fifteen (15) semester hour load each semester. In the event that a full-time faculty member's load falls below the fifteen (15) contract hours per semester, the affected full-time faculty member will substitute another class with the joint agreement of the appropriate dean. To the extent that timing, economic conditions, and instructional effectiveness allow, full-time faculty members will be given first consideration for overload and summer teaching assignments. Full-time faculty members retain the right to accept or reject overload and summer teaching assignments that are offered to them.

2. Inform dean of the need for new adjuncts.
3. Participate in the selection process for new adjuncts by reviewing applications for appropriateness of education and experience, making the



necessary arrangements for and participating in the interview process, and conferring with the dean.

4. Assist new adjuncts with orientation to the College and to the position, and provision of texts and course material.
5. See that adjuncts are assigned mentors, as required; coordinate the work of mentors; and handle problems as they arise, referring any serious problems to the dean.
6. Provide adjunct faculty syllabi and other course materials to ensure professional standards, quality, and effectiveness in reaching course outcomes.
7. Coordinate the review and revision of course schedules including coordination with other departments and monitoring of enrollments and recommendation of additions and deletions of sections.
8. Coordinate the scheduling and maintenance of classroom computer labs.
9. Coordinate curriculum revision, TAG and/or OTM submission, syllabi revision and textbook adoption.
10. Coordinate the preparation of informational brochures and other publications for the program.
11. Coordinate community involvement in the program.
12. Coordinate recruitment and marketing efforts for the program in conjunction with the dean and other appropriate College offices.

The base compensation for the Program/Discipline Coordinator will be not less than three (3) and no more than nine (9) contract hours for a full-year of service.

The amount of compensation will be negotiated between each Program/Discipline Coordinator and his/her respective dean. The negotiation process should be based upon, but not limited to, the following criteria:

1. Number of students the Program Coordinator actively advises over and above their assigned advisees.
2. Number of sections staffed.
3. Number of adjunct faculty the Program Coordinator mentors.
4. Amount of curriculum/course development required.
5. Amount of external site (clinical, internship, lab, etc.) development and maintenance.
6. Amount of lab/equipment set up and maintenance.
7. Amount of articulation/transfer agreement work.
8. Number of Program Reviews and annual outcomes assessments for which the Program Coordinator is responsible.
9. Amount of any release time/continuing education requirements by the program's accrediting body.
10. Number of recruiting and marketing efforts in which the Program Coordinator participates.
11. Number of outside commitments in state committees, licensing agency requirements, and/or job placement and employment activities in which the Program Coordinator participates.

12. Amount of work needed to meet programmatic accreditation requirements.

B. Supervision of external arrangements for student learning.

Defined as the following:

Internship – A final course of study undertaken by students and graduates looking to gain relevant skills and experience in a particular field; conducted under the guidance and intermediate supervision of an instructor; a period of work experience offered by an organization for a limited period of time used for a wide range of placements in businesses, non-profit organizations and government agencies. Internships may be paid or unpaid.

Externship – Experiential learning opportunities, similar to internships but generally shorter, provided by partnerships between educational institutions and employers to give students short practical experiences in their field of study; conducted under the guidance and intermediate supervision of an instructor. Externships are generally unpaid.

Practicum – A course of study designed especially for the preparation of teachers and clinicians that involves the supervised practical application of previously studied theory; conducted under the guidance and intermediate supervision of an instructor.

Directed Practice – Applies primarily to programs in the health technologies, during which the student is assigned to practice experiences under constant supervision at an external agency. The student should receive individual instruction and critique in the performance of a particular function. Adjunct

faculty, who may or may not be paid by the college, may be used for the direct supervision of students, and for the delivery of part of the didactic phase of the experience. The faculty member coordinating the directed practice conducts at least one lecture session each week for participating students, provides the final grade for each student, and visits students at least once a week.

The duties for external arrangements for student learning will be to:

1. Work with employers to establish and monitor experiences for external student learning.
2. Monitor student progress and provide feedback to students and the employing organization.
3. Work with external organizations to assess student learning.

Contract hours for Internships, Externships, Practicums, and Directed Practice will be calculated with the following formula:

Number of credit hours X Number of students X .15 = Contract hours

\*Contract hours for the supervision of external arrangements will not equal less than the number of credit hours assigned to the “L” course.

C. Advising Resource Center Advisor (ARC)

The duties will be:

1. Assist students assigned to the ARC with course selection, career and degree decisions, scheduling, and referrals to campus and community services.
2. Maintain records and statistics on student advisees.
3. Attend scheduled training and staff meetings.

4. Promote the flow of methods, materials, and information between Student Development and the faculty.
5. Maintain schedule of hours assigned.
6. Assist with other related duties as assigned when no student advisees are present during scheduled hours.

Compensation for the position of ARC advisor shall be \$18.00 per hour. Hours for the advisor will conform to the options, dates, and times developed by the ARC in response to student demand. These options will include summer and night work.

Each participating faculty member shall have the option to take compensation for program/discipline coordination, supervision of external learning, and/or ARC advising as additional pay as prescribed herein or to equate it as released time at a rate of current overload contract hour rate. Released time given for supplemental contracts shall not exceed seven contract hours per semester.

Section 5. Overload, Supplemental Contract, and Summer Teaching Assignment and Payment. All assignment of full-time faculty to overloads and summer teaching shall be at the discretion of the College. To the extent that timing, economic conditions, and instructional effectiveness allow, full-time faculty members will be given first consideration for overload and summer teaching assignments.

When a full-time faculty member is assigned overload or summer teaching, his or her pay for each contract hour of such assignment shall be at the overload rate provided in Article VIII, Appendix B. In the event of such circumstances that overload work cannot be completed, payment will be made only for work done.

Full-time faculty members retain the right to accept or reject overload and summer teaching assignments that are offered to them. Rejection of overload and summer teaching assignments will not be considered in a faculty member's evaluation.

Exclusive of activities of the Business and Industry Center and to the extent that timing, economic conditions, and instructional effectiveness allow, full-time, qualified faculty will be given first consideration for supplemental, instructionally-related contracts. All supplemental contracts shall include the date(s) of payment and the amount the faculty member is to be paid.

Payment for Fall Interim and Summer Interim courses shall be at the overload rate and due on the pay date for such courses.

Payments for overloads, supplemental contracts, and summer supplemental contracts shall be made in equal monthly installments, beginning in the month following the beginning of the term.

Payments for less-than-eight-week-summer sessions and for summer supplemental contracts shall occur on the payday immediately following the conclusion of each of the four-week summer terms. Payment for instruction during the eight-week summer term shall be divided equally and shall occur at the four-week pay periods.

Section 6. Released Time.

“Released time” is a release from assigned teaching duties for the purpose of performing non-teaching duties on behalf of the College.

Section 7. New Course/Curriculum Development:

It is recognized that the development of new courses within a curriculum can place a high initial time investment on a faculty member who has that responsibility. To compensate for this investment of time, if a faculty member develops more than 6 credits of new coursework in a

contract year, the College will pay that faculty member at a rate of \$278/course credit hour for all credits developed beyond the 6 credits in a contract year. These credits may alternatively be compensated to the faculty member in the form of reduced teaching load hours at a 1:1 ratio (credits over 6 in a contract year: teaching load hours), per Article V, Section 1 of this contract. The credits paid for development of new coursework may not be counted as overload hours. Courses to be developed must be agreed upon by the faculty member and the appropriate dean. The final course design must be reviewed and approved by the appropriate dean in order to qualify for payment. Payment for this work is due no later than the first payday falling more than fifteen (15) working days after the course is approved by the appropriate dean. There is no additional pay for the revision of existing courses or the conversion of existing courses to Web-flex or Web-enhanced formats, except in situations when external grant funding is available for such curriculum development. If the faculty member's dean requires a substantial revision of an existing course (definition of substantial revision will be determined by the dean), then any revision credit hours over 6 in a contract year will be paid at a rate of \$278/course credit hour in the same manner as new course development described above. Participation by full-time faculty in this activity is voluntary; non-participation will not affect any faculty member's evaluation.

Section 8. Weekend Classes.

With the changing of instructional offerings to include the weekend, it is understood that the faculty workweek will comply with the 178-day duty day schedule. Those faculty teaching Saturday and Sunday classes will meet with the appropriate dean each term to determine days throughout the week said faculty member will not be required to come to campus or be available online.

## **ARTICLE VI**

### **FLEX CONTRACTS**

The College and the Association recognize that if the College is to strengthen the institution's future for all employees, it must be able to effectively and rapidly adapt to external pressures for change. In order to position the College to better respond to these escalating pressures for change, both the College and the Association agree that there is a need to experiment with alternate roles and duties for the teaching professional.

"Faculty on flex contract" are those individuals who retain their recognition as an Association member but who do not meet the designation of "full-time faculty" as defined in Article V of this Contract. Individuals who are "faculty on flex contract" do not include part-time faculty, temporary faculty, or administrators as set forth in Article I of this Contract.

The following conditions apply to faculty on flex contract:

1. Participation in the "faculty on flex contract" system will be voluntary.
2. Only individuals who have previously been recognized as full-time teaching faculty or who are hired as full-time teaching faculty after the ratification date of this Contract are eligible for recognition as "faculty on flex contract."
3. When a need for a flex contract is perceived, the administration will notify all faculty at least ten (10) working days prior of the potential for such a contract so that any interested faculty member may apply.
4. At the time a faculty member is placed on flex contract, an approved job description will outline the duties and expectations which will constitute the faculty member's assignment during the flex contract period. Duties and expectations will be made up of a preponderance of instructional and/or academic-program-related activities. The administration shall write flex contracts



with the specific dates in which the faculty member is required to meet his or her service to the college.

5. Designations as “faculty on flex contract” are renewable.
6. Wages, hours, and conditions of employment of “faculty on flex contract” will not be subject to the conditions contained in the Contract Year article of this Contract or to the conditions contained in sections 1, 3c, 3d, or 3e of the Workload and Responsibilities article of this Contract.
7. Faculty on flex contracts will teach a full load unless program quality, accreditation requirements, or the needs of the College require a reduced teaching load. Teaching includes, but is not limited to: traditional classroom settings, laboratories, off-campus learning experiences, and distance learning.

The Association president shall be informed of all faculty placed on flex contract. The College and the Association recognize the need for coordination and review of the flex contracts. The Association president or his or her designee will review all flex contracts and will advise the College administration if inconsistencies occur in the workload requirements.

## **ARTICLE VII**

### **ON-LINE INSTRUCTION**

Section 1. The College retains the right to limit the assignment of web-based instruction so that faculty may not teach their entire load in this format. For the purposes of this article, the on-line instructional delivery modes include:

- A. Online Courses: Courses that are taught exclusively employing the Internet, instructional support software such as Blackboard or ConnectWeb, or other digital media for instructional delivery.

- B. Web-Flex Courses: Courses that are taught employing the Internet instructional support software such as Blackboard or ConnectWeb or other digital media for instructional delivery for a least fifty percent (50%) of instructional delivery.

Section 2. It is recognized that as technology, instructional pedagogy and approaches to learning are advanced, instructional delivery modes not defined herein may be developed during the duration of this Contract. In such cases, a committee, composed of three administrators appointed by the Provost and three faculty members appointed by the Association will be formed to discuss implications of the adoption of such instructional delivery. The Provost will chair the committee.

Section 3. It is recognized that the design of Online courses can place a high initial time investment on a faculty member who has responsibility for developing such a course. Courses to be developed will be agreed upon by the faculty member and the appropriate dean. The final course design must be reviewed and approved by the appropriate dean in order to qualify for payment. To compensate for this initial time investment, the College will pay a faculty member at a rate of \$275/course credit hour for Online course development. Payment for development of an Online course is due no later than the first payday falling more than fifteen (15) working days after the course is approved by the appropriate dean. There is no additional pay for the development of Web-flex or Web-enhanced courses. Participation by full-time faculty in this activity is voluntary; non-participation will not affect any faculty member's evaluation.

Section 4. Enrollment limits for Online courses will be set at 19 students. Enrollment limits for Online English 121 and 122 courses only will be set at 15 students. Enrollment limits greater than listed may not be established without expressed Contract between the dean and affected faculty.

**ARTICLE VIII**  
**FACULTY RANK AND SALARY**

Section 1. It is the policy of the College and the Association to have all full-time faculty placed in one of the following academic ranks:

Professor  
Associate Professor  
Assistant Professor  
Instructor

Placement and promotion of faculty members into such ranks is the responsibility of the College. The following shall apply to the College's placement and promotion decisions:

- A. Minimum requirements for each faculty rank shall be recommended by the Promotion and Recognition Committee to the president.
- B. Fulfillment of normal minimum criteria does not guarantee placement in or promotion to a given faculty rank.
- C. The College shall exercise its best judgment on all decisions as to placement or promotion to accommodate considerations such as market supply and demand, budget limitations, individual effectiveness, technical licenses and the overall best interest of the College.
- D. Faculty members may apply for promotion to the Promotion and Recognition Committee. The Promotion and Recognition Committee shall be comprised of the Provost, three deans or directors designated by the Provost, and three faculty members elected by the total full-time faculty of the College. The deans or directors designated by the Provost will be individuals who have supervisory responsibility for faculty. All three faculty members of the Promotion and Recognition Committee may not be from the same academic division of the

College. Faculty members who apply for promotion shall not be eligible to serve on the Promotion and Recognition Committee during the academic year in which their applications are considered. The Committee shall be chaired by the Provost.

- E. Applications for promotion must be submitted to the Provost no later than February 1 preceding the academic year in which any promotion would become effective. The Promotion and Recognition Committee shall review the timely application of any faculty member and make its recommendation concerning the granting or denial of promotion. The affirmative vote of five of the members of the Committee shall be required for a recommendation to grant a promotion. Faculty members must meet the minimum criteria for promotion by the effective date of their promotions.
- F. The Promotion and Recognition Committee shall forward its recommendation concerning an application to the president of the College. The president shall prepare his or her recommendation concerning the application and forward his or her decision to the Board of Trustees. A faculty member may withdraw his or her application at any stage of the procedure.
- G. Promotion recognition amounts will be distributed to those full-time faculty approved by the Board of Trustees for promotion. Annual promotions are announced in the spring and lump sum salary adjustments will be awarded in the full-time faculty member's annual agreement base salary for the following academic year as follows:

Promotion from instructor to assistant professor: \$1,000.00

Promotion from assistant professor to associate professor: \$1,500.00

Promotion from associate professor to professor: \$2,000.00

Section 2. At the beginning of the 2019-2020 contract year, recognition amounts will be distributed to eligible, full-time faculty members who have completed approved advanced degrees or certifications. These recognition amounts will become part of the full-time faculty member's 2019-2020 annual contract year base salary.

At the beginning of the 2020-2021 contract year, recognition amounts will be distributed to eligible, full-time faculty members who have completed approved advanced degrees or certifications. These recognition amounts will become part of the full-time faculty member's 2020-2021 annual contract year base salary.

At the beginning of the 2021-2022 contract year, recognition amounts will be distributed to eligible, full-time faculty members who have completed approved advanced degrees or certifications. These recognition amounts will become part of the full-time faculty member's 2021-2022 annual contract year base salary.

The Promotion and Recognition Committee will advise the president on the criteria to be used to determine distribution of degree and certification recognition amounts. The committee shall also recommend the monetary levels for recognition amounts. The president shall make the final decision concerning the level and distribution of recognition amounts.

Section 3. Effective with the execution of this Contract, the contract year base salary for faculty members shall be calculated using the conditions listed in Appendix A. The College will maintain an electronic transfer payroll system in which all full-time faculty will participate.

All full-time faculty will have their annual base contract amount disbursed in equal installments over 24 semi-monthly pay periods. Each month's pay dates shall be on the 15th and

30th days of the month unless such dates fall upon a weekend or holiday. In such cases, the pay date will be the workday immediately preceding the 15th or 30th.

A written statement of payment procedures will be given to each faculty member during his/her orientation.

## APPENDIX A: FACULTY SALARIES

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
	<b>Contract Year</b>	<b>Contract Year</b>	<b>Contract Year</b>
<b>Minimum Starting Salary</b>	\$37,451	\$38,387	\$39,807
<b>Existing faculty salary</b>	2018-2019 contract year base plus 1%	2019-2020 contract year base plus 2.5%	2020-2021 contract year base plus 3.7%

## APPENDIX B: OVERLOAD RATE

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>Contract Year</b>	<b>Contract Year</b>	<b>Contract Year</b>
\$638/hour	\$654/hour	\$678/hour

Any compensation based on the overload rate shall be calculated using the new rates.

**ARTICLE IX**  
**INDIVIDUAL CONTRACTS**

Initial appointment as a full-time faculty member shall be for one (1) contract year.

A full-time faculty member shall serve a probationary period of two (2) academic years from the time of initial appointment. A full-time faculty member hired mid-year will be given a one (1) semester contract prior to serving a probationary period of two (2) academic years. During the probationary period, the faculty member's performance will be formally reviewed and evaluated each year; and, if warranted, his or her contract may be renewed for a period not to exceed one (1) year at a time.

At the end of the probationary period, upon a recommendation by the president and approval by the Board of Trustees, the faculty member shall be eligible for tenure, but the probationary period for a faculty member may be extended by the College for one (1) additional year beyond the date of initial eligibility for tenure.

Tenure, as defined in this Contract, is a four-year contract which is renewed in the third year. If there is an expectation that a faculty member's contract will be continued beyond the fourth year of an extended contract, then the faculty member will be issued a new extended contract at the end of the third year of his current extended contract. The new extended contract will supersede the fourth year of the current extended contract. Any obligation assumed under tenure is conditioned upon adequacy of revenue and support through legislative action.

If the expectation of non-continuation of a tenured faculty member is a result of deficiencies in the faculty member's performance, then the College shall provide the faculty member with a written description of what the deficiencies are. Subsequent to the faculty member receiving the written description of deficiencies, a meeting will be held between the



faculty member, an Association representative of the faculty member's choosing (if the faculty member so desires), the appropriate dean or director, and the Provost. The purpose of this meeting will be to provide the faculty member with the opportunity to seek clarification of the meanings and expectations associated with the written description of deficiencies. If the faculty member has removed those deficiencies in the fourth year of a four-year contract, the College shall issue the faculty member a new four-year contract.

If a faculty member's name has been included in the Board of Trustees' resolution of intent to renew contracts for the upcoming academic year, then that faculty member will receive a pre-dated copy of his or her contract for the succeeding year by the last duty day of the spring semester. Faculty members on continuing contracts will receive notification of salary for the succeeding year as soon as is practicable after the last duty day of the spring semester.

Decisions of the College concerning the granting and/or renewal of one-year contracts shall not be subject to the grievance and arbitration provisions of this Contract.

Decision of the College concerning the non-renewal of continuing contracts are subject to the grievance and arbitration provisions of this Contract.

Termination of employment decisions relating to an intention not to renew a faculty member's individual contract shall be subject to a notification requirement. If the College does not intend to renew the individual contract of a faculty member in his or her second or subsequent contract year of employment with the College, the College will notify the faculty member in writing. Signed receipt of such notice shall be required in all cases of such decision no later than 5:00 p.m. April 1 of the year in which the faculty member's contract expires.

**ARTICLE X**  
**EVALUATIONS**

The evaluation of full-time teaching faculty members is the responsibility of the College administration. Faculty members shall be evaluated on the basis of criteria established in the policies of the College and in this Contract. The procedures to be followed by the College in making evaluations shall be published in writing and distributed to the faculty. Prior to the implementation of any changes to these procedures, officers of the Association will have the opportunity to review and make recommendations on such changes.

The College recognizes the Association's desire to have evaluation procedures accurately communicated and consistently applied. To further this end, the College agrees to publish, by May 15 of each year, the final set of evaluation procedures to be applied during the upcoming evaluation cycle. During the two-month period prior to the publication of these procedures, the College shall meet with a committee of Association representatives to discuss Association concerns relative to the evaluation process and any proposed changes to the evaluation system.

**ARTICLE XI**  
**PERSONNEL FILES**

A personnel file on each full-time faculty member will be maintained by the Human Resources Office. A faculty member may have, by arrangement with the Human Resources Office, access to his or her personnel file. The faculty member may not remove material from his or her file except for immediate inspection, and he or she may not remove the file from the area designated for the review. Subsequent to such review, the faculty member will be provided, at cost and upon request, copies of material contained in his or her file.

A faculty member may enter in his or her file a statement which is intended to clarify, correct, or refute material therein. Any such statement must be signed and dated by the faculty member.

If a document was relied upon by College administration in developing a faculty member's evaluation, such copy shall be placed in the faculty member's personnel file at the same time as is the evaluation.

Other than student evaluation forms collected pursuant to the College's faculty evaluation procedure, or summaries or compilations of such evaluation forms, no anonymous statements shall be placed in the personnel file. Entries made to a faculty member's personnel file by individuals responsible for evaluating the faculty member's performance will be initialed and dated and within ten (10) days of placement, a copy of the document shall be forwarded to the faculty member.

A faculty member may make a written request for removal of personnel file documents which the faculty member deems to be inaccurate, irrelevant or outdated. Upon written request of a faculty member, any negative material older than four (4) years shall be **immediately** deleted from the file.

## **ARTICLE XII OUTSIDE COMMITMENTS**

It is acknowledged that a full-time teaching faculty position at the College requires excellence in performance. Therefore, any outside commitment which would adversely affect a faculty member's proficiency, performance of regular duties or contractual obligations in any way is prohibited. Any outside employment engaged in may not constitute nor appear to constitute a conflict of interest with the faculty member's responsibilities to the College. Insofar as these

contractual obligations are not violated, faculty members are encouraged to participate in community service and related activities.

### **ARTICLE XIII**

#### **AUTHORIZED LEAVES OF ABSENCE**

Section 1. A full-time teaching faculty member who has held a full-time appointment with the College for at least five (5) years shall be eligible to request a leave of absence without pay of up to one (1) year for purposes of (1) advanced study, an exchange teaching assignment, travel, governmental service or any other professional experience which is related to his or her field of teaching, or which will improve his or her professional competence as a College faculty member, or (2) other personal business not covered under other sections of this article. Requests for such leaves must be submitted in writing through College administrative channels by February 1 preceding the academic year in which the leave will be taken. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the president of the College.

Section 2. Full-time teaching faculty members shall be eligible to request in writing a medical leave of absence of up to one (1) year for medical or other reasons. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the president of the College.

In case of illness or injury, a request for a leave of absence must be supported by medical evidence satisfactory to the College. Such leave shall terminate automatically when a faculty member becomes totally and permanently disabled or when he or she is capable of returning to work as certified by the physician in charge of the case, whichever is shorter. To the extent

allowable by law, the College may extend fringe benefits to a faculty member on medical leave. Upon returning from leave, a faculty member may be required by the College to submit to such medical examinations and tests as the College deems necessary. The College shall select the physician who performs the tests and shall pay for any such tests required; provided, however, the College shall not be responsible for any costs associated with the College's requiring a faculty member to obtain a statement from his or her physician indicating that he or she is fit to return to work. The College shall have no obligation to reinstate the faculty member unless the faculty member passes the medical examinations and tests. A faculty member who passes such tests and examinations as are required by the College will be reinstated to his or her former position unless that position has been suspended or eliminated because of financial exigency, program discontinuation or program curtailment.

Section 3. A full-time teaching faculty member who has held a non-leave-interrupted, full-time appointment with the College for at least seven (7) years shall be eligible for consideration for a professional development leave of absence of up to one (1) year for purposes of research, advanced study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to his or her field of teaching, or which will improve his or her professional competence as a College faculty member.

The formal application for a professional development leave of absence must be submitted through administrative channels by February 1, preceding the academic year in which the leave will be taken. The informal application process begins with the full-time faculty member receiving advice and counsel from his or her dean. The formal process begins with the submission of the leave application to the Promotion and Recognition Committee. The Promotion and Recognition Committee shall have published revised, written guidelines

concerning the expected content and form of leave applications. Such guidelines will be published in a timely manner. The Promotion and Recognition Committee will deliberate over applications and will forward its recommendations to the president of the College. It is recognized that the granting of professional development leaves of absence rests within the discretion of the College and that none shall be granted without the approval of the president.

Professional development leaves of absence may be granted for one or more contiguous fall and spring semesters. Professional development leaves may be granted at a rate of either 100% or 50% of a full-time faculty member's base teaching load. For each semester that a faculty member is on a 100%-reduced-load, professional development leaves shall be paid at 80% of the individual's annual base salary rate for the first semester of leave, and 65% for the second semester of leave. For each semester that a faculty member is on a 50%-reduced-load, the faculty member shall be paid 90% of that portion of the base year salary that the faculty member would have been paid for full-time teaching. Faculty on professional development leave shall not be eligible for overload or supplemental contract assignments.

For faculty on 100%-reduced-load or 50%-reduced-load, the College's contribution toward fringe benefits shall be 100% of the current contribution for full-time faculty.

A teaching schedule of between four and one-half (4 1/2) to nine (9) contract hours inclusive per semester shall constitute a 50% load for purposes of this section. For calculation of leave pay, the academic year's assigned contract days shall be equally divided between the semesters. Office hours will be commensurate with the reduced load, three office hours being required. There will be no committee assignments during the leave period.

The period of leave shall be credited as service for the granting of pay increments.

The faculty member granted a 100%-reduced-load professional development leave of absence must sign a statement affirming his or her intention to continue employment at the College for a minimum period of one (1) year after the end of the professional leave.

Within thirty (30) days of the completion of the professional development leave of absence, the employee must file a final report concerning activities engaged in and the accomplishment of the objectives of the leave.

Section 4. A full-time teaching faculty member who is called by a court for jury duty or to appear as a witness during time he or she was scheduled for College work will be compensated with respect to such time for the difference between his or her regular salary and fringe benefits and any compensation received for jury duty or for appearing as a witness. Provided, however, this section shall not be applicable to College work time missed due to court appearances arising out of actions concerning the personal affairs of the faculty member or criminal charges against the faculty member.

In order to be eligible for continued College compensation as described above and to be excused from College work for the days of jury duty or witness service, the faculty member must furnish the Provost with a written statement from the appropriate court representative listing the dates on which the faculty member received jury or witness fees and the amounts of such fees. The faculty member shall make every effort to fulfill his or her obligations to the College during periods when his or her services are not required by the court.

Section 5. Faculty members may be granted paid personal leave where compelling reasons make it necessary for a faculty member to be absent from work. Such leave shall be taken only upon the approval of the Provost upon the recommendation of the appropriate dean. Compelling reasons may include, but would not be limited to, religious holidays, legal and

business matters, and family needs other than illness. Faculty members may be granted up to two (2) days leave per academic year for personal reasons not considered compelling. Such leave shall be granted by the Provost upon the recommendation of the appropriate dean after arrangements for all assigned duties have been determined.

Section 6. Except as approved in advance in writing by the administration, no faculty member granted a leave of absence shall accept other employment during the period of his or her leave of absence. Violation of this provision can be used as grounds for termination of employment for cause.

This provision shall not apply to assistantships or other grants under which the faculty member performs some service for a recognized institution of higher education while engaged in graduate study at that institution.

Section 7. Except as otherwise specified, all leaves of absence shall be without pay and other benefits, and must be applied for and granted in writing. Benefits accrued by a faculty member prior to the effective date of the leave shall be granted to him upon his or her return.

Section 8. The misrepresentation of facts in order to obtain or attempt to obtain a leave of absence can be used as grounds for termination of employment for cause. Failure of a faculty member to report for work as of the expiration of his or her leave of absence shall constitute a voluntary resignation by the faculty member. A faculty member on leave must give written notice of his or her intention to return to work by February 1 of the year in which he or she plans to return, or if the leave is for less than a year, the faculty member must give such notice by such date as shall have been established and approved at the time of the request.

Section 9. There shall be no obligation for the College to provide work prior to the expiration of any leave of absence.



Section 10. Notwithstanding other provisions of this Contract, the College agrees to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). The College and the Association agree that all benefits guaranteed by the FMLA will be provided to eligible full-time faculty members covered by this Contract; this Contract may not be construed to provide to any full-time faculty member any rights not provided by the FMLA. Current FMLA regulations and forms can be found in Human Resources.

- A. Definitions: A "year" for purposes of this section shall be defined as a rolling twelve-month period after the commencement of leave. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider.
- B. Leave Provisions:
1. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances. A full-time faculty member who is taking leave must use all paid sick leave prior to being eligible for unpaid leave.
  2. The College will require a full-time faculty member to provide a doctor's certification of the serious health condition.
  3. If the full-time faculty member chooses not to return to work for reasons other than a continued serious health condition or other circumstances beyond the faculty member's control, the College will require the full-time faculty member to reimburse the College the amount it paid for the full-time faculty member's health insurance premium during the leave period.

4. Under current policy, the full-time faculty member pays a portion of the health care premium. While on paid leave, the College will continue to make payroll deductions to collect the full-time faculty member's share of the premium. While on unpaid leave, the full-time faculty member must continue to make this payment to the College by the first day of each month. If the payment is more than 30 days late, the full-time faculty member's health care coverage may be dropped for the duration of the leave.

C. Certification of the Serious Health Condition: The College will require certification of the serious health condition.

The College reserves the right to ask for a second opinion if deemed necessary. The College will pay for the full-time faculty member's examination by the second doctor and has the right to select the doctor who will perform the examination.

If necessary to resolve a conflict between the original certification and the second opinion, the College will require the opinion of a third doctor. The College and the full-time faculty member will jointly select the third doctor, and the College will pay for the opinion. This third opinion will be considered final.

D. Procedure for Requesting Leave: Except where leave is not foreseeable, all full-time faculty members requesting leave under this policy must give a 30-day notice in writing to their immediate supervisor, with a copy to the Executive Director of the President's Office and Strategic HR.

If it is not possible to give 30 days' notice, the faculty member must give as much notice as is practicable. A faculty member undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the College's operation.

If a full-time faculty member fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the College received notice.

While on leave, full-time faculty members must report monthly to the College regarding the status of the medical condition, and their intent to return to work. Full-time faculty members on leave for their own serious health condition must provide medical certification to return to work.

## **ARTICLE XIV SUPPLEMENTAL BENEFITS**

Section 1. Health Insurance. Except as limited herein and effective with the first pay period commencing after the effective date of this Contract, the College shall contribute on behalf of an eligible full-time teaching faculty member who desires such coverage either 80% of the cost of the premium for single coverage or 80% of the cost of the premium for family coverage under a group medical/surgical insurance policy with supplemental major medical coverage.

Effective with the first pay period commencing after the effective date of this Contract, the College shall contribute, on behalf of an eligible full-time teaching faculty member who desires such coverage, 50% of usual, customary and reasonable deductible/co-pay expenses

associated with a participating individual's medical/surgical insurance coverage referenced above. Fifty percent (50%) of prescription expenses will be reimbursed to the faculty member as long as the total reimbursement remains below the plans' co-pay/deductible, out-of-pocket limits. If 50% prescription expenses cause the reimbursement to exceed the plan's co-pay/deductible limits, the College will reimburse the faculty member for a maximum of \$100 of such expenses.

The College shall be required to make the above-mentioned contributions only on behalf of full-time teaching faculty who are not covered by any other health insurance plan and who are engaged in the active service of the College. Except as stated elsewhere in this Contract, such contributions shall not be made on behalf of faculty members who are on leave or layoff. Assuming that health care premium increases are not greater than 20% during the life of this contract, the benefits of coverage will remain equal to or better than current coverage in most respects for the term of this contract. In the event that premiums increase more than 20%, adjustments in coverage and or carrier may be made. No change in carrier or coverage will be made before consultation with the Association.

In the interest of providing health care coverage while controlling costs, the College shall maintain an Insurance Study Committee to review the present insurance coverage, obtain information regarding alternate insurance carriers, plans, and products, and make recommendations. The committee shall be comprised of not more than seven (7) members, two (2) of whom shall be appointed by the Association. The Insurance Study Committee shall meet at least once each semester. No change in carrier or coverage will be made before consultation with the committee.

Section 2. Dental Insurance. Except as limited herein and effective with the pay period commencing after the effective date of this Contract, the College shall contribute on behalf of an eligible full-time faculty member who desires such coverage, 80% of the cost of the premium for single coverage or 80% of the cost of the premium for family coverage under a group dental insurance plan.

Section 3. IRS Section 125 Flexible Benefit Plan. The College shall provide each faculty member the opportunity to participate in an IRS Section 125 Flexible Benefit Plan, premium conversion and flexible benefits of dependent care and non-reimbursed medical costs, provided that administrative costs related to such plan, including, but not limited to start-up costs, user costs and assessment costs, are not borne by the College.

Section 4. Group Life Insurance. The College shall pay on behalf of full-time teaching faculty members engaged in the active service of the College (i.e., not on layoff or medical leaves of absence or leaves of absence without pay) the premium for group life term insurance coverage (with accidental death and dismemberment provisions) in the amount of \$30,000.

Section 5. Tuition Contribution, Coursework. For each year of this Contract, the College will set aside a pool of funds equal to \$10,000 to underwrite the tuition fees of full-time faculty members taking approved professional development coursework related to their teaching discipline. The amount of tuition reimbursement will equal the prevailing tuition charge per credit hour at the institution. Faculty members must apply for tuition reimbursement benefits thirty (30) days before coursework begins.

A Tuition Reimbursement Committee shall be appointed by the president to establish reimbursement amounts appropriate to the degree or certificate being pursued. This committee shall be comprised of the Provost, two academic deans and one faculty member from each

academic division. The Tuition Reimbursement Committee shall review the timely application of any faculty member and make its recommendation for tuition reimbursement. The Provost shall have the authority to approve or deny the requests for tuition reimbursement.

No later than November 1 of each year, the college shall provide the Association a list of all faculty who drew from the pool during the preceding contract year. The list shall identify both the courses each faculty member completed and the amount he/she was provided.

Section 6. Tuition Waiver, Credit Courses. Full-time teaching faculty members may enroll in credit classes offered by the College without payment of the standard per credit hour instructional fee. Such faculty members shall pay all other fees, such as the general fee and lab fees, if applicable, and shall receive appropriate credit upon the successful completion of each course. A faculty member shall obtain the approval of his or her supervisor with respect to the scheduling of all such classes in order to ensure there are no conflicts with the faculty member's commitments to the College; such approval shall not be unreasonably withheld.

A faculty member's spouse and dependent children may enroll in credit classes offered by the College without payment of the standard per credit hour instructional fee. Such spouses and dependent children shall pay all other fees, including the out-of-state tuition charges, if applicable, and shall receive appropriate credit upon the successful completion of each course. The guidelines of the Internal Revenue Service will be applied in determining the dependent status and relationship to the faculty member.

In the event a faculty member's employment should terminate for any reason during a College semester, partial payment for the course(s) then being taken by the faculty member, his or her spouse, or dependent children shall be required on a pro-rata basis if the enrollee(s) continue(s) in the course(s).

Section 7. Tuition Waiver, Non-Credit Courses. Full-time teaching faculty members may attend, tuition free, non-credit courses offered by the College provided that in each individual case:

- A. Attendance in a given course does not interfere with or detract from the faculty member's regularly assigned duties;
- B. Sufficient fee-paying students are enrolled to support the course; and
- C. Space is available in the class.
- D. The faculty member pays costs of supplies, workbooks, lunches, etc.

This benefit does not extend to those courses which are declared by the president of the College to be extraordinary in content, cost, or fees.

Section 8. College Facilities. Full-time teaching faculty members and members of their immediate families (when accompanied by the faculty member) shall be accorded the privilege of reasonable use, of the College's facilities, grounds, furnishings, and equipment for personal development and athletic and recreational purposes, except for entering in or upon the College's pond(s) for a fee of 1/3 the established facilities use rate. The Association and faculty members acknowledge and agree that any and all risk, loss, damage, or extra cost incurred or caused by the faculty member or his or her family in such non-work related activity is the responsibility of the faculty member and/or his or her family. The privilege of non-work related use of the College's facilities shall be granted only insofar as such use does not interfere with activities of the College and is not abused. Full-time teaching faculty members and members of their immediate families shall be entitled to free admission to athletic and cultural events sponsored by the

College, except in instances in which an event is specifically excepted from such treatment by College determination.

Section 9. Tax-Sheltered Annuities. Full-time teaching faculty members may participate in a tax-deferred annuity plan. The College will make deductions from the salaries of faculty members in accordance with written salary reduction authorization statements executed by the faculty member and filed with the College's Business Office. Each faculty member who desires that such deductions be made must also file with the Business Office a copy of the contract between the investment carrier and the faculty member. The College's obligation to make such deductions shall end with the termination of the faculty member's employment.

Neither the College nor any of its representatives or agents make any representation regarding the advisability, appropriateness, or legality of such annuity investments, and the Association and faculty members acknowledge and agree that the College shall incur no liability or responsibility on account of the making of the deductions required by the provisions of this section or the legal, financial, or tax consequences incurred by faculty members who participate in the annuity program.

Section 10. Parking. There will be free parking spaces in proximity to college buildings designated for faculty and staff parking.



**ARTICLE XV**  
**SICK LEAVE**

Section 1. Full-time teaching faculty members shall accumulate sick leave as follows:

<u>Academic Period During Which Faculty Teach</u>	<u>Number of Days Accumulated</u>
Fall & Spring Semesters combined	12 days
One summer term of < 8 weeks	1.5 days
Two consecutive summer terms and/or one Summer term $\geq$ 8 weeks	3 days

Between semester terms are not considered for calculation of sick leave accumulation.

There shall be no limit upon the amount of sick leave which may be accumulated in accordance with the provisions of the preceding paragraph. Within the limits of the law, a full-time teaching faculty member with previous public employment service shall be credited with previously accumulated sick leave upon employment by the College.

During the period of time in which a full-time teaching faculty member is authorized to be absent from work on sick leave, there shall be no loss of pay or fringe benefits and such benefits shall continue to accrue. Authorized absence under this provision shall be for a period of time not exceeding the amount of accumulated sick leave to which the full-time faculty member is entitled.

Section 2. Entitlement to paid sick leave is subject to the following conditions:

- A. Utilization of sick leave must be approved by the College;
- B. Sick leave may be utilized for personal illness, pregnancy, injury, exposure to contagious diseases which would be communicated to other employees, and for illness, injury or death in a faculty member's immediate family. For purposes of this Article, the term immediate family means the faculty member's spouse, parents or guardian, in-laws, children, brothers, sisters, grandparents, grandchildren, or other dependents or persons living in the faculty member's household;

- C. A faculty member must notify his or her dean in advance of any absence, or at the earliest possible time thereafter, that sickness or injury will prevent performance of regularly assigned duties. The faculty member must also indicate when he or she expects to be able to report to work; and
- D. Upon returning from sick leave, the faculty member must complete an Employee Leave Request form. A written statement from the faculty member and/or a licensed physician evidencing the illness or injury and indicating the faculty member's fitness for returning to work may be required at any time by the College upon a faculty member's return from sick leave.

Section 3. Falsification of records or misrepresentation of facts in order to obtain or attempt to obtain sick leave, whether by the faculty member requesting such sick leave or by any person acting for or in his behalf, shall be grounds for denial of sick leave and disciplinary action, including dismissal of the faculty member.

Section 4. Pay for sick leave shall be at the employee's rate of pay in effect during the period of sick leave.

Section 5. In order for the College to review faculty positions and to make budgetary modifications that support the College's mission, it is required that advance notice of planned retirement be given. Provided a faculty member gives at least three (3) months advance notice of the term's end after which he/she intends to retire, a full-time teaching faculty member having ten (10) or more years of public service in Ohio shall be paid in cash in the amount of one-fourth of the value of his or her accrued but unused sick leave credit and at his or her rate of pay in effect at the time of retirement. Maximum payment that may be made pursuant to this provision shall be one-fourth of two hundred and fifty two (252) days.

Advance notice is required only for preplanned age and service retirement. Advance notice is not required for retirement due to unforeseen and unanticipatable circumstances.

**ARTICLE XVI**  
**COLLEGE-RELATED TRAVEL**

Section 1. Full-time faculty members may be accorded the privilege of traveling to and participating in professional meetings and similar activities related to their teaching assignments with the College. Such travel and participation shall be reimbursed within the limits of the College's budget for such purposes and in accordance with the College's policies and procedures and requirements prescribed for official travel by the State of Ohio. Approval of such travel shall be at the discretion of the appropriate dean and the Provost. If a request for travel is denied, the administrator who denied the request will, upon the faculty member's request, state in writing the reason(s) for the denial.

Section 2. The parties recognize that the faculty member's first responsibility is in the classroom. Any absence for a professional development activity requires that suitable arrangements be made by the faculty member so that studies may continue during the absence.

Section 3. The failure of a faculty member to attend a professional activity shall not be considered in his evaluation where the faculty member's request to attend such activity has been denied by the academic administration.

Section 4. Payment for reimbursable travel expenses shall be made to the faculty member within three weeks of his or her submission of complete travel documentation and report to the appropriate dean.

Section 5. When faculty members teach classes or provide other approved services to the College at sites other than their primary work location, they shall be reimbursed for mileage traveled at the prevailing mileage reimbursement rate in effect at the time of travel. The faculty member's dean shall determine the faculty member's primary work location.

## **ARTICLE XVII INTELLECTUAL PROPERTY**

Section 1. As private citizens, faculty have the right to apply for copyright of publications (using any medium) when such publications are produced on an individual's own time, and exclusive of any explicit contractual relationship with the College. The College, however, reserves all rights to any and all materials and products developed and/or produced by faculty which result directly from their contractual relationship with the College. To assure that the benefits of research and publication accrue to the appropriate parties, the College shall make no claim to any rights to any creative work, except:

- A. When the work is wholly or substantially (more than 50%) created under the terms of a Work for Hire Contract between the College and the individual;
- B. When the individual is wholly or substantially (more than 50%) compensated by the College for the work, including but not limited to:
  - 1. Ordinary and customary preparation for a class (credit or non-credit) offered by the College;
  - 2. A principal outcome of a Flex Contract, as defined in Article VI;
  - 3. A product of the duties of Program Coordinator, or other ordinary and customary faculty duties as defined in Article V.

- C. When substantial College resources are used in the creation of the work, and neither A nor B apply, including non-trivial use of consumable materials, facilities, equipment, assistance by other employees of the College, or compensated travel or attendance at professional conferences. For the purpose of this Contract, the use of the College's computers, software, Internet access, library, or any service or access to the facility ordinarily and customarily available to the public at large shall be considered a "trivial use" when conducted according to the College's usage Contracts. In no case may an individual misuse College equipment or facilities, or otherwise use or direct to be used any property of the College in a manner that is in violation of the Ohio Revised Code.
- D. Except as defined in Section 1.A (Work for Hire), faculty participating in an Authorized Leave of Absence shall not be considered "compensated by the College" for original work conducted during the leave of absence.

Section 2. In an effort to stimulate greater productivity in special projects initiated by the College, the College may, under contractual understandings with the author, share the interest in materials/products otherwise reserved to the College when sold, licensed, leased, or otherwise contracted beyond the College's use. The contractual understandings will, when possible, use the following guidelines:

- A. Fifty percent (50%) of what the College receives in royalty earnings (after costs are absorbed) is assigned to the producing faculty;
- B. Fifty percent (50%) to the general fund with a memo entry identifying the originating cost center.

The above guidelines will remain in effect only so long as the College derives revenue from the materials/products.

Section 3. Profits from materials/products produced in-house and distributed directly through the College bookstore for use by the campus community will accrue to the general fund with a memo entry identifying the originating cost center.

Section 4. Materials authored by faculty but copyrighted by the College may not be assigned, licensed, leased, traded, transferred, sold, or otherwise disposed of in whole or in part without informing the author and the dean of the respective area. This condition will only apply if the authoring faculty member is still employed by the College. In the selling, trading, leasing, assigning or transferring of materials to the agents outside the College, the faculty will, when possible, be consulted in the establishment of price and conditions.

Section 5. Authoring faculty, if currently employed at the College, shall have the right of first refusal for updates.

## **ARTICLE XVIII**

### **STRS TAX DEFERRAL PLAN**

The College agrees to reduce each full-time teaching faculty member's employment compensation by the amount each faculty member is required to contribute to the State Teachers Retirement System of Ohio ("STRS"). The College, the Association, and faculty members agree that the following provisions shall govern this salary reduction plan:

1. The College shall transmit to STRS the amount of each faculty member's required contribution to STRS by reducing the faculty member's compensation by the same amount.

2. The College's total combined expenditures for faculty member's salaries payable under this Contract shall not be greater than would its total salary expenditures have been had this provision not been in effect.

3. Each faculty member is responsible for making any adjustments in any other of his or her tax shelter arrangements as are necessary to enable him or her to be in compliance with all applicable laws and regulations.

4. The College shall incur no liability or responsibility on account of its compliance with the provisions of this Article or on account of any legal, financial or tax consequences incurred by any faculty member because of participation in this salary reduction plan. The Association agrees to indemnify and save the College harmless against any and all claims that may arise out of the College's compliance with the provisions of this Article.

## **ARTICLE XIX**

### **NO STRIKE AND NO LOCK-OUT**

Section 1. During the term of this Contract or any extension thereof, the Association, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this Contract and any extension thereof in continuing operations of the College in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Any employee who violates Section 1 of this article shall be subject to discharge or other disciplinary action at the option of the College. Such discharge or disciplinary action shall not be subject to review upon any grounds other than whether the employee violated Section 1 of this Article.

Section 3. In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in Section 1 of this Article occurs, the Association shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly inform all employees that they should return to work at once.

Section 4. The College shall not lock out any or all of its employees during the term of this Contract.

## **ARTICLE XX GRIEVANCE PROCEDURE**

Section 1. For the purpose of this Contract,

- A. “Grievance” is defined as a dispute between the College and the Association or the College and an employee concerning the interpretation and/or application of, or compliance with, any provision of this Contract;
- B. “Duty day” means grievant’s duty day. For purposes of this Article only, tradable days taken outside the grievant’s contract year shall not be counted as duty days; and,
- C. “Working day” means days during which the College is open with a full range of services, exclusive of holidays.



D. "Grievant" means a member of the bargaining unit who pursues a grievance pursuant to this Article.

When any such grievance arises, the following procedure shall be observed:

Step 1. The grievant shall discuss the grievance orally with the appropriate dean no later than ten (10) duty days after the later of (a) the date the incident from which the grievance arose occurred or (b) the date by which a reasonable person should have been aware of the incident. The dean's response to the grievance must be given orally or in writing to the grievant within ten (10) working days after the meeting with the grievant. If the grievant is dissatisfied with the dean's decision, grievant may proceed to Step 2.

Step 2. The grievance shall be reduced to writing on the form adopted by the parties pursuant to this Contract. A copy of the agreed grievance form is attached as Appendix C. The written grievance shall describe the event or occurrence complained of, state the facts and articles of the Contract relied on, and state the relief or remedy sought from the College. The grievance form shall be dated, signed by the grievant, and filed with the Provost no more than ten (10) duty days after the date the dean denies relief at Step 1. The Provost shall meet with the grievant and his/her Association representative within ten (10) working days of receipt of the grievance. The Provost shall give a written response to the grievant within ten (10) working days of the meeting at Step 2. If the grievant is dissatisfied with the Provost's decision, he/she may proceed to Step 3.

Step 3. The written grievance shall be submitted to the president no more than ten (10) duty days after the date the Provost denies relief at Step 2. Within ten (10) working days after receipt of the grievance form, the president or designee shall meet with the employee and his/her Association representative or legal counsel for the Association to discuss the grievance. The

president or his/her designee shall provide a written response to the grievant within ten (10) working days of the meeting at Step 3. If the Association is dissatisfied with the president's decision, the grievant may proceed to Step 4.

Step 4. The Association shall deliver a written request for arbitration to the president, and shall request a list of seven (7) arbitrators from the American Arbitration Association ("AAA") no more than ten (10) working days after the grievance is denied at Step 3.

If the parties cannot agree upon the selection of an arbitrator from this list within fifteen (15) working days the Association shall request a second panel of arbitrators from AAA. The parties shall then use the strike-off method, in order to agree on a selection from this second list. The selection of an arbitrator, using the "strike-off" method, must be made within fifteen (15) working days after signed receipt by both parties of the second list. No more than four (4) out of seven (7) of the arbitrators on any list provided by AAA shall be faculty members or administrators at educational institutions.

In the case of a dispute involving the evaluation of an employee, the sole issue that may be submitted to arbitration is whether the procedures followed in connection with the evaluation conformed to the evaluation procedure referred to in Article X. The arbitrator has authority to require a re-evaluation, but has no authority to make an evaluation himself. If the re-evaluation is conducted in accordance with the procedural standards established by the arbitrator, the result of the re-evaluation is final.

The arbitrator shall have no power to substitute his/her judgment for the professional judgment of the administration of the College, except if he/she finds that such judgment or decision of the College was arbitrary, capricious, or dishonest. The arbitrator shall have no power to add to, subtract from, or to modify the provisions of this Contract, and his/her function

shall be to determine if any provision of the Contract has been violated by an interpretation or application of this Contract. Except for lost wages and fringe benefits, the arbitrator shall have no power to award compensation or punitive damages. Awards for fringe benefits shall not exceed the College's contribution toward those benefits currently in effect. Where a question of arbitrability exists, the arbitrator will rule on that question first, then on the merits of the case.

The fees and expenses of the impartial arbitrator shall be paid by the losing party, as designated by the arbitrator. The parties shall bear their own costs and expenses. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof; provided, that if the other party later decides to order a copy, it shall pay 55% of the total cost of the record. Both the Association and the College agree that they will cooperate in complying with the foregoing procedure in the processing of any grievance and that they will discourage the making of complaints on petty matters. An arbitrator's award shall be final and binding upon all employees, the College and the Association.

Section 2. The time limitations provided for in this Article shall be strictly observed; however, they may be extended by mutual written Contract of the College and the Association. Any grievance not presented by the faculty member within the designated time limits for disposition at any Step shall not thereafter be considered a grievance under this Contract and shall be considered to have been resolved in accordance with the last answer of the College. Any failure of the College to schedule or hold meetings or provide answers to grievances within the designated time limits will allow the Association to proceed immediately to the next step of this procedure. Nothing in this Article shall preclude the College from establishing a non-contractual complaint procedure which may be invoked by an employee, at his/her option.

Any adjustment made under this complaint procedure shall not be inconsistent with this collective bargaining Contract and the Association representative shall have the opportunity to be present at such adjustment.

**APPENDIX C**

Appealed to Step II

**GRIEVANCE REPORT FORM – STEP II**

1. Name of Grievant

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2. Date of incident giving rise to grievance

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3. Date of this filing

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4. Statement of facts upon which complaint is based and the specific provision(s) of the negotiated Contract alleged to be violated. Attach additional pages if necessary.

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5. Remedy sought. Attach additional pages if necessary.

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6. Was problem discussed with appropriate Supervisor? YES \_\_\_\_\_ NO \_\_\_\_\_

Who? \_\_\_\_\_ When? \_\_\_\_\_

7. Disposition by Dean (attach additional pages if necessary):

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8. The disposition of this grievance at Step I was not satisfactory. It is necessary to appeal this grievance to Step II for the following reasons (attach additional pages if necessary):

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Signature of Grievant

(To be used by the Provost at Step II of Grievance Procedure)

9. Date Grievant Received \_\_\_\_\_

10. Date of Step II Meeting with Grievant? YES \_\_\_\_\_ NO \_\_\_\_\_

Date \_\_\_\_\_

11. Names in Attendance: \_\_\_\_\_

12. DISPOSITION by Provost (attach additional pages if necessary):

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost

**TO BE FILLED OUT IN TRIPLICATE**

1 copy to the grievant, 1 copy to the Association, 1 copy to Administration

Appealed to Step III

**GRIEVANCE REPORT FORM – STEP III**

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

ATTACHED ALL FORMS FROM STEP II. The disposition of this grievance at Step II was not satisfactory. It is necessary to appeal this grievance to Step III for the following reasons:

- 1. The disposition of this grievance at Step II was not satisfactory. It is necessary to appeal this grievance to Step III for the following reasons (attach additional pages if necessary):

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Signature of Grievant

- 2. Date Received \_\_\_\_\_

- 3. Step III hearing held? YES \_\_\_\_\_ NO \_\_\_\_\_ Date \_\_\_\_\_

- 4. DISPOSITION by President or Designee (attach additional pages if necessary):

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\_\_\_\_\_ Date

\_\_\_\_\_ President or Designee

**TO BE FILLED OUT IN TRIPLICATE**

1 copy to the grievant, 1 copy to the Association, 1 copy to Administration

**DEMAND FOR ARBITRATION**

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

**ATTACH ALL FORMS FROM STEPS II AND III.** The disposition of this grievance at Step III was not satisfactory. The Association hereby appeals this grievance to arbitration.

**Edison State Education Association/OEA/NEA**

By: \_\_\_\_\_

Title

**Received by Edison State Community College:**

By: \_\_\_\_\_

Date

\_\_\_\_\_  
Title

**TO BE FILLED OUT IN TRIPLICATE**

1 copy to the grievant, 1 copy to the Association, 1 copy to Administration



## ARTICLE XXI

### TERMINATION OF EMPLOYMENT

Section 1. Termination for Cause. A faculty member may be dismissed for cause during the term of an individual contract, whether for one year or an extended contract. Cause shall include the following:

- A. Unsatisfactory performance;
- B. Violation of local, state or federal laws which involve moral turpitude;
- C. Any serious violation or repeated violations of College policies, as found in the College Policy Manual, the Human Resources Department, and/or via the College Website;
- D. Participating in strike activities in violation of this Contract or the laws of Ohio;
- E. Theft or dishonesty;
- F. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;
- G. Bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the faculty member from the Provost or reporting for work under the influence of intoxicants, drugs or narcotics; and
- H. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs. The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of a case.

In any case involving dismissal for cause, the faculty member shall be notified in writing of the basis for the dismissal. Signed receipt of such notice shall be required in all cases. That basis shall be determined by an investigation accomplished by College administration.

Section 2. Retrenchment.

- A. Preliminary Report: If, as a result of discontinuation or curtailment of an academic unit of instruction or as a result of a financial exigency, the president of the College determines that the best interests of the College necessitate reducing the number of faculty, the College shall prepare a preliminary report to be submitted to the affected academic unit(s) and to the president of the Association. The preliminary report shall include a rationale upon which the decision is based. For the purposes of this section, a financial exigency is defined as that condition when revenues are so limited that the College believes it can no longer continue to fulfill current and/or future financial obligations under the contract without disrupting the administration and program integrity of the College.
- B. Joint Review Committee: If the Association objects to the preliminary report, such objections and the reasons shall be submitted in writing to the president no later than thirty (30) days after receipt of the preliminary report. Upon receiving the written objections and reasons, the president of the College will convene a Joint Review Committee consisting of the Provost, two (2) individuals selected by the president of the College, and two (2) individuals selected by the Association. The Provost shall serve as chair of the committee.

This Joint Committee shall review the preliminary report, the objections, and relevant, related documents. The committee shall make recommendations to the president of the College concerning the faculty retrenchments no later than thirty (30) days following the president's request. Decisions on the disposition of the recommendations shall rest with the president.

C. Procedures for Retrenchment: The procedures to be applied under retrenchment conditions shall be as follows:

1. The College shall attempt to relocate displaced faculty into other faculty, administrative, or staff positions needing personnel, as the faculty member's qualifications permit. If the faculty member is relocated to a full-time faculty assignment, the rank and salary shall be the same as held by the faculty member prior to the relocation.

Faculty will be notified in writing of all faculty, staff, and administrative openings as soon as they are advertised or posted. Displaced faculty who file a complete, up-to-date dossier with the Human Resources Office will, for a period of one year following the date of retrenchment, be automatically considered for such full-time positions for which the faculty member is qualified, and will continue to be automatically considered for faculty openings for which the faculty member is qualified for a period of three (3) years following retrenchment.

2. A faculty member whose academic unit has been reduced but not eliminated shall have his or her contract placed in suspension and will have recall rights to that program or unit for three (3) years. A right to recall means that the retrenched bargaining unit member has first rights to a full-time position for which he or she is deemed qualified.
3. A faculty member whose academic unit has been eliminated shall have his or her contract placed in suspension and will have recall rights to the program or unit should it be reinstated within a three-year (3) period. Recall rights are those specified in Subsection C.2.
4. Retrenchment and recall shall be in inverse order of seniority: the last person laid off shall be the first person recalled. Seniority shall be defined as length of service with the College as determined by the date of the faculty member's signature on his or her first full-time contract.
5. The College shall cease payment of all the faculty member's benefits upon retrenchment. The faculty member may continue, at his or her own expense, all benefits provided by the College at the time of retrenchment.
6. Upon receipt of notice of recall, faculty members shall have thirty (30) calendar days to return to work. Failure to return to work

within this time frame shall constitute forfeiture of all future recall rights.

Section 3. Arbitration. Termination of employment decisions relating to retrenchment and selection decisions relating to recall shall not be subject to the grievance and arbitration provisions of this Contract.

## **ARTICLE XXII SEPARABILITY**

Section 1. The parties intend this Contract shall in all respects be construed and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In the event any provision of this Contract shall be determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect. The remainder of this Contract shall not thereby be deemed illegal or unenforceable. The parties agree to meet within a reasonable period of time to discuss any decision which renders any such portion of this Contract null and void.

Within 30 days of becoming knowledgeable that a provision has been deemed contrary to statute or regulation, the parties agree to meet to discuss only the affected provision(s). If the parties fail to reach Contract over the affected provision(s), the statutory dispute settlement procedure or a mutually agreed to alternative dispute settlement procedure shall be utilized to resolve the dispute.

Section 2. In the event a state or federal law covering members of the unit and affecting a provision(s) of this Contract is enacted during the term of this Contract, the parties agree to meet promptly for the purpose of determining whether any provision

must be revised to bring this Contract into compliance with the law; such revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to discuss or bargain about areas in which revisions might be permissible but are not mandatory under such legislation.

### **ARTICLE XXIII**

#### **ALTERATION OF CONTRACT AND WAIVER**

Section 1. No Contract, alteration, variation, waiver or modification of any of the terms or conditions contained in this Contract shall be binding upon the parties hereto unless executed in writing by the parties.

Section 2. The waiver of any breach or condition of this Contract by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or by the Association shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.

Section 3. The College and the Association acknowledge that this Contract, which was negotiated in 2019, together with any written modifications thereof, embody the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment of all employees covered by this Contract. The College shall not be obligated to bargain collectively with the Association during the term of this Contract on any matter pertaining to rates of pay, wages, hours of employment, or other conditions of employment, with the sole possible exception of any obligation to bargain incurred pursuant to the provisions of the Separability Article of this Contract, and the Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the

College's obligation during the term of this Contract shall be limited to the performance and discharge of its obligations under this Contract.

**ARTICLE XXIV  
TERM OF CONTRACT**

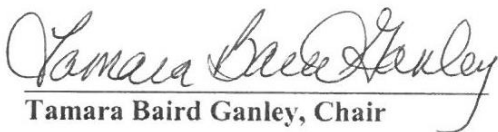
Section 1. This Contract shall become effective upon the date of its execution or the expiration of the existing Contract, whichever is later, and shall remain in full force and effect until midnight August 16, 2022.


Section 2. If either party wishes to continue and/or negotiate changes or revisions to this Contract, such party must serve upon the other party written notice of such intent at least ninety (90) days prior to the termination date of this Contract.

Section 3. This Contract may be terminated in its entirety at any time by mutual consent of the parties.

**Edison State Community College**

**Edison State Education Association**

  
\_\_\_\_\_  
Tamara Baird Ganley, Chair

  
\_\_\_\_\_  
Dustin Wenrich, President

Date: 6-26-2019

Date: 6-14-19

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