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# **AGREEMENT**

between

**Cincinnati State  
Technical and Community College**

and

**American Association of  
University Professors,  
Cincinnati State Chapter**

**Bargaining Unit 2**

**December 23, 2014 to December 22, 2017**

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## **AGREEMENT**

This Agreement is made and entered into this 11<sup>th</sup> day of February, 2015, by and between Cincinnati State Technical and Community College, hereinafter referred to as the "College," and Cincinnati State Technical and Community College Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP," and jointly hereinafter referred to as the "Parties."

The Parties hereby agree as follows:

## Article 1

### Recognition and Description of the Representative

#### A. Recognition

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

#### B. Description of the Bargaining Unit

The bargaining unit shall be defined as follows:

1. Included in the bargaining unit are all full-time "exempt faculty" using the following job titles: Academic Advisor, Advisor/Recruiter or Recruiter/Advisor, Job Coach/Retention Advisor, Job Coach/Business Developer, Health Excel Coordinator.
2. For this purpose, "exempt faculty" means those academic positions that are created as part of a program funded in whole or in part by a grant or contract between the College and some outside organization or entity.
3. Excluded from the bargaining unit are any other positions that are employees or contracted by the College including, but not limited to, all exempt and non-exempt unrepresented staff, as well as adjunct faculty and all employees covered by other bargaining unit classifications.

#### C. Bargaining Unit Designation

To avoid confusion, this bargaining unit shall be differentiated from the AAUP bargaining unit certified by SERB in 1989 (hereinafter "AAUP-1") and shall be hereinafter referred to as "AAUP-2."

## Article 2

### Non-Discrimination and Affirmative Action

#### A. Non-Discrimination

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

#### B. Affirmative Action

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

## Article 3

### Relationship Between the Parties

#### A. Purpose

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

#### B. Right to Data

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

1. The College shall make available such data and information as soon as is reasonably possible, but no later than fourteen (14) days after the AAUP's request.
2. The College shall provide to the AAUP Membership Chair a copy of the Change-of-Status form for all newly-hired bargaining unit members, all withdrawals from the unit for any reason, and all changes in status of unit personnel.
3. Electronic copies of the Board of Trustees agenda and meeting minutes shall be available in advance of meetings on the College Intranet site or in another easily accessible repository.
4. The College President shall designate the individual responsible for receiving and responding to the above-cited information requests.

#### C. Right to Access to College Services and Facilities

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

1. An office with a door, separate from the office assignments of any of the AAUP Officers, and a storage area.
2. Use of College meeting rooms, conference rooms, classrooms, auditoriums or laboratories.
3. Reasonable use of College facilities, audiovisual equipment, and personal computers for purposes of transacting official AAUP business for the bargaining unit, provided that such use does not interfere with the normal operation of the College or the performance of duties by any employee.

4. Use of such designated College bulletin boards as shall be mutually agreed upon by the AAUP and the College.
5. Use of a specially designated AAUP mailbox to be located at each campus, and access to faculty mailboxes for communication with members of the bargaining unit regarding AAUP business.
6. Access to College photocopying machines or services at the same cost and under the same conditions as provided to students or non-bargaining unit employees, provided no unreasonable demands are placed upon secretarial or clerical help.
7. Use of College telephones to conduct toll-free calls for AAUP business regarding the bargaining unit, provided that such does not interfere with College use of the telephone or the performance of duties by any employee. The AAUP shall reimburse the College for any toll calls, consistent with College practices.
8. The AAUP shall, within twenty (20) days of the signing of this Agreement, print and distribute copies of this Agreement to all members of the bargaining unit and shall provide to the AAUP Membership Chair an additional twenty-five (25) copies for each year of the Agreement. The College shall provide to new hires into the bargaining unit a copy of this Agreement on or before the effective date of hire. The College shall either provide printing services internally or bear the cost of duplication of the Agreement by a third party.
9. The College shall continue to provide the AAUP with two (2) file cabinets which shall be maintained by the AAUP in the office(s) of AAUP official(s).
10. The College shall list in the College telephone directory the names, titles, and telephone numbers of nine (9) officers of the AAUP designated by the President of the AAUP.
11. Faculty members who require access to the College during non-operational times may request such access through the Campus Police, and such access shall not be unreasonably denied.

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

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

1. Dues Check Off

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

provide the written authorization to payroll and the Human Resources Department before deductions are amended.

## 2. Fair Share

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

## 3. Transmission of Funds

The College shall use its best effort to transmit to the AAUP all of the deducted dues, fees, and/or assessments of the members of the Chapter and the fair share representation fees of the non-AAUP members of the bargaining unit.

## 4. Reporting of Funds

No later than October 15<sup>th</sup> of each year, the College shall provide to the AAUP a report showing each faculty member's salary and total dues withheld during the period September 1 through August 31.

E. Leaves of Absence for AAUP Activities

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

F. Released Time for AAUP Activities

During the semesters in which the College and AAUP are negotiating a contract for AAUP-2, bargaining team members (to a maximum of three) may utilize another qualified member of the bargaining unit to substitute for the team member in performing professional responsibilities during any semester in which negotiations are underway. The College shall not be required to pay the substitute any additional compensation, nor award the substitute any additional workload units.

The AAUP recognizes that because of the size of this bargaining unit, utilization of three bargaining team members from this unit may adversely impact the ability of the College to provide services to its students and to those organizations which are funding these bargaining unit positions. Accordingly, the AAUP will make every effort possible to minimize the impact on the ability of the bargaining unit members to perform their respective duties.

The same system may be used for providing released time to the Chapter President of the AAUP and/or the Chapter Contract Compliance Officer during any semester.

As an alternative to arranging for donated time from bargaining unit members, the AAUP may, upon payment to the College of the cost of adjunct faculty salaries, obtain such released time as it may deem necessary pursuant to the conditions described in this paragraph for the Chapter President, the Contract Compliance Officer, and/or each member of the bargaining team. The AAUP must notify the College President as soon as is reasonably possible in advance of the start of any semester in which released time is to be taken of that intention and the method which will be used. The AAUP and the appropriate Dean or Director shall consult to ensure that program delivery is not unreasonably disrupted. If AAUP chooses to pay for an adjunct salary, that payment shall be due and payable to the College in one amount by July 1 of each year.

G. Meeting Dates

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

H. Faculty/ Administration Communication Team

The AAUP and the College agree to continue the Faculty/ Administration Communication Team, comprised of no more than six (6) members of the bargaining unit appointed by the AAUP, and no more than six (6) members of the administration appointed by the President. The decision as to whether the faculty appointees to the FACT committee come from AAUP-1 or AAUP-2 is within the sole discretion of the AAUP.

The AAUP recognizes that because of the size of this bargaining unit, utilization of members from this unit may adversely impact the ability of the College to provide services to its students and to those organizations which are funding these bargaining unit positions. Accordingly, the AAUP will make every effort possible to minimize the impact on the ability of the bargaining unit members to perform their respective duties.

This Communication Team shall have as its general objectives the following:

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

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

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

## Article 4

### Grievance Procedure

#### A. Purpose

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

#### B. Definitions

1. A grievance is a complaint or allegation by a member of the bargaining unit or by the AAUP that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement.
2. Time limitations provided for in this article shall be strictly observed, unless they are extended by mutual written agreement of the College and the AAUP.
3. Should the College not respond to a grievance within the time limitations specified herein, the AAUP may immediately advance the grievance to the next step in the procedure. Any grievance not timely presented at any step shall not thereafter be considered a grievance under this Agreement and shall be considered to have been resolved with the disposition of the last step of the procedure.
4. A member of the bargaining unit who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from any personnel file of the participant. The participant shall have the right to examine the file and make a photocopy of its contents.
5. Any member of the bargaining unit presenting a grievance at any step of the procedures described herein may choose to be accompanied by a representative of the AAUP. All parties involved in the grievance shall have the right to have legal counsel present at any step of the procedure.

#### C. Informal Resolution of Grievances

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

shall document that an attempt was made to resolve the issue at the lowest appropriate administrative level.

D. Formal Grievance Procedure

1. In the event that a complaint cannot be resolved informally, the parties shall pursue the first step in the formal grievance procedure before making any application for arbitration, unless the College and the AAUP agree in writing to alter the procedure or waive one or more of the steps by proceeding directly to arbitration.
2. Upon written request of the AAUP Contract Compliance Officer, the College shall submit any requested documents in its possession which may be necessary for investigation of the grievance. The College shall deliver such documents as soon as is reasonably possible, but no later than seven (7) days after receipt of a written request.
3. Internal Steps in the Procedure
  - a. Step One: The Director of Human Resources
    - (1) Within thirty (30) days of when the AAUP learns of, or in the exercise of reasonable diligence should have learned of, an alleged violation of the provisions of this Agreement, the AAUP shall submit to the Director of Human Resources a completed Faculty Grievance Form or a dated, signed, written description of the grievance, clearly labeled "grievance," containing substantially the same information as provided for on the Faculty Grievance Form.
    - (2) Within eight (8) days of receipt of the written grievance, the Director of Human Resources shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
    - (3) The Director of Human Resources shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days in a Grievance Disposition Form or in a document containing substantially the same information as contained in a Grievance Disposition Form, which shall include written details of the reasons which support the decision.
    - (4) Within eight (8) days after receipt of the disposition of the Director of Human Resources, the AAUP may appeal the decision in writing to the College Grievance Officer, by submitting a Grievance Disposition Reaction Form or a document containing substantially the same information as contained in a Grievance Disposition Reaction Form.
    - (5) By agreement, the parties may decide whether to advance the grievance to step two of the procedure, or to appeal directly to arbitration at step (D)(4) of this article.

b. Step Two: The College Grievance Officer

- (1) Within eight (8) days of receipt of the written grievance appeal, the College Grievance Officer shall convene a meeting to discuss the grievance. Such meeting shall include the grievant(s) and/or the designated representative(s) of the AAUP and shall be scheduled at a time which is mutually convenient to the parties.
- (2) The College Grievance Officer shall attempt to determine the facts pertaining to the grievance and shall notify the grievant and the AAUP in writing of his/her decision within eight (8) days after the meeting. Should the disposition be negative, the College Grievance Officer shall include written details of the reasons which support the disposition.
- (3) Within thirty (30) calendar days after receipt of the College Grievance Officer's written disposition, the AAUP may appeal the College Grievance Officer's decision to arbitration.
- (4) The AAUP, at its sole discretion, shall decide whether or not a particular grievance shall be submitted to arbitration. The AAUP shall indicate its intention to appeal to arbitration by submitting such intention in writing to the College Grievance Officer.

4. Arbitration

- a. Should the AAUP submit to the College Grievance Officer an appeal to arbitration, the representatives of the College and the AAUP shall meet within ten (10) days to select an arbitrator by mutual written consent or to request either the American Arbitration Association or the Federal Mediation and Conciliation Service to supply them with a list of seven (7) names from which they will select an arbitrator. In the event that the parties cannot agree on which agency to ask for a list of arbitrators, the American Arbitration Association shall be used.
- b. Within seven (7) days of receipt of the list of arbitrators, the College and the AAUP shall, by the alternate striking of names, select an arbitrator.
- c. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement.
- d. The terms of this Agreement shall not be subject to arbitration.
- e. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement. The decision of the arbitrator shall be binding on both parties.
- f. The arbitrator shall have no authority to resolve any issue not submitted to him or her.

- g. All fees and expenses of arbitration shall be equally divided between the parties.
5. At any time during the Formal Grievance Procedure, the parties may, by mutual written agreement, attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) Process, such as Grievance Mediation. Should such an option be agreed to, time limits in the normal Grievance Procedure shall be held in abeyance during the ADR process. Any costs incurred shall be shared equally by the parties.

## Article 5

### Administration Rights

#### A. Subjects of Collective Bargaining

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

#### B. Rights of Administration

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

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

## Article 6

### Faculty Involvement in the Governance of the College

#### A. College Governance

1. The AAUP and the Administration recognize the Board of Trustees as the final institutional authority of the College and further recognize the rights vested in the Board of Trustees as described in the Ohio Revised Code and in Article 5 of this Agreement, except as otherwise modified in this Agreement.
2. While the Board of Trustees retains the right of ultimate authority, the parties recognize the role of the President, the Vice Presidents, the Deans, and the other administrators in conducting the administration of the College, and the role of the faculty in academic matters.

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

1. The Administration and the AAUP value the significant contributions the Faculty make to the College, and recognize that the Faculty has significant day-to-day responsibility for making recommendations on fundamental academic matters, including, but not limited to, curriculum, academic advising, subject matter and methods of instruction, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process. On such matters, final decisions are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. Should the Administration's decision be contrary to the Faculty recommendation, the reasons for the decision, as well as the reasons for rejecting the Faculty recommendation, will be communicated in writing.
2. The Administration and the AAUP recognize the Faculty Senate as the primary means through which the Faculty makes known its recommendations on those academic matters for which it has significant responsibility. The parties acknowledge that the Faculty Senate continues to represent faculty in AAUP-2, as has been the tradition and custom.
  - a. The Faculty Senate shall establish appropriate standing committees and *ad hoc* committees to make known its recommendations regarding those academic matters for which it has significant responsibility. Current standing committees include the Academic Policies and Curriculum Committee (APCC), the Tenure Committee, the Cooperative Education Committee, the Academic Technology Committee, the Sabbatical Review Board, the Scholarship/Honors Committee, and the Professional Development Committee. The College President may appoint appropriate administrators and staff members to such committees as long as the number of administrators and staff members does not exceed one-third of the number of members of the committee.

Whether the Faculty Senate's appointees to a College committee come from AAUP-1 or AAUP-2 is the exclusive decision of the Faculty Senate.

The program chairs and/or department chairs and general faculty of the academic divisions may, in cooperation with divisional academic administration, establish such agencies or committees as may be necessary for appropriate faculty participation in the government of the academic divisions.

- b. Any College-wide committee or Quality Management Team which is intended to address curriculum, admission and graduation requirements, establishment of appropriate class size, research, coordination, faculty status, and those aspects of student life which relate to the educational process shall have fifty percent (50%) representation appointed by the Faculty Senate. The College President may make recommendations to the Faculty Senate for faculty appointments to such committees and Quality Management Teams, and the Faculty Senate will give due consideration to those recommendations.
  - c. Upon the request of the Faculty Senate, but no more than two (2) times in any academic year, the Administration shall provide to the Faculty Senate President a comprehensive list of working College-wide committees.
  - d. The Faculty Senate President (or designee) shall earn 4 workload units per academic semester for his/her responsibilities as President.
3. The parties recognize the need for and value of input by the members of the AAUP-2 bargaining unit into divisional decision-making. Each dean of a department employing AAUP-2 bargaining unit members shall provide opportunities for input and involvement of AAUP-2 bargaining unit members in divisional decision-making. Where a Divisional Council already exists, members of AAUP-2 may participate, but nothing shall be construed to require a Dean to create councils or other committees specific to this bargaining unit.

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

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

- b. It is understood that this provision shall not apply to strictly administrative committees such as the Deans' Council and the President's Cabinet.
- c. The Administration shall create a budget advisory team, which shall provide on-going input into the College's budget building process. Five (5) members of this team shall be appointed by the Faculty Senate, one each from the Humanities & Sciences Division, the Business Technologies Division, the Center for Innovative Technologies, the Health and Public Safety Division, and one from either the Enrollment and Student Development Division or the Library.

D. Bargaining Unit Member Participation in Governance

The AAUP recognizes that because of the size of this bargaining unit, utilization of members from this unit may adversely impact the ability of the College to provide services to its students and to those organizations which are funding these bargaining unit positions. Accordingly, the AAUP will make every effort possible to minimize the impact on the ability of the AAUP-2 bargaining unit members to perform their respective duties.

## Article 7

### Selection and Appointment Procedures

In the selection of bargaining unit members and academic administrators, the College Operations Manual will apply except as modified below.

#### A. Definitions

For purposes of this Article, the following terms are defined:

1. Full-time Faculty (Bargaining Unit) Position – A full-time position in the bargaining unit represented by AAUP as defined in Article 1.
2. Academic Administrator – The Academic Vice President, Divisional Deans and Associate Deans, Directors of Academic departments, or such equivalent positions as may be established.
3. Hiring Manager – The person authorized by the Administration to make the final recommendation of the candidate to receive an offer of employment.
4. New Position – An approved position not reflected in the current year budget complement.
5. Vacant Position – An approved position which is reflected in the budget complement, which may have been vacated due to death, resignation, retirement, non-renewal, termination, or reassignment.
6. Frozen Position – a position that is approved but is not reflected in the current budget complement for financial reasons.
7. Position Description – A written job description that outlines the duties and responsibilities of a position, kept on file and for public record for each position at the College. Generic descriptions of similar positions may be used where applicable.
  - a. When a new position is created, the hiring manager, in conjunction with the Director of Human Resources, shall create a position description.
  - b. In the case of new or vacant faculty positions, the Dean shall consult with the faculty Program Chair, other program faculty, other divisional and/or department stakeholders, and the Human Resources Department in developing the position description and developing a position opening announcement and/or other recruiting/advertising messages.
8. Position Opening Announcement – A written description of the qualifications, requirements, and responsibilities associated with a new or vacant position, used to inform and attract internal and/or external candidates for the position.
9. Search – The process of attracting applicants for a new or vacant position.

10. Internal Search – A search conducted within Cincinnati State Technical and Community College. Eligible candidates are current employees of the College or those adjuncts who have been in the employ of the College within the last year and left in good standing.
11. Screening – The review of applicants to determine qualified candidates for a position.
12. Screening Committee – The committee responsible for screening applications, conducting initial interviews, and recommending candidates to be considered for new or vacant positions. When there is a new or vacant position to be filled, a Screening Committee shall be established in accordance with procedures described in Section C below. The Screening Committee shall complete the responsibilities described in Sections D through H below.
13. Human Resources Liaison – A Human Resources Department professional staff member who assists and advises the members of a specific Screening Committee and assists in expediting the hiring process.
14. Selection, or Offer of Employment – The final decision in the hiring process.

B. Timelines

1. In all processes and procedures described in this Article, the Faculty, the Administration, and the Human Resources Department shall endeavor to complete tasks and responsibilities in a timely manner.
2. The Administration and the Faculty Senate shall develop a process for early planning and notification to support timely appointment of faculty members to Screening Committees, as described in Section D below.
3. All references to “days” are defined as in Article 21.

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

1. New Positions – New positions shall be requested and justified as part of the annual budget-building process, whenever possible. For faculty positions, the Divisional Council and the Faculty Senate may advocate for new positions.
  - a. Each Division’s Council will make its recommendations to the Division Dean or Director.
  - b. The Faculty Senate will make its recommendations to the appropriate Dean or Director and to the Academic Vice President.
  - c. A decision for or against approval of new positions shall be communicated to the recommending bodies as soon as is reasonably possible, but not later than the beginning of the new academic year.
  - d. Occasionally, it may be appropriate to recommend the creation of a new position within a budget year for immediate appointment. In such

instances, the hiring manager will make a request to the Executive Team for approval. Upon receiving this decision, the hiring manager shall inform program and/or department stakeholders as soon as is reasonably possible.

2. Vacant Positions – If through death, resignation, retirement, termination, or reassignment of the incumbent, a position becomes vacant, the appropriate Vice President, in consultation with appropriate divisional, program, and/or department stakeholders, will decide whether to recommend to the Executive Team elimination of the position, maintaining the position and appointing a new individual to it, maintaining the position but designating it as frozen for financial reasons, holding the position for future consideration, or creation of a different or modified position in its place.
  3. Anticipated Vacancies – All full-time bargaining unit employees who are considering retirement or resignation shall notify the College in writing of such decision as soon as is reasonably possible.
    - a. When the hiring manager learns of a possible vacancy he/she shall consult with the appropriate divisional, program, and/or department stakeholders to determine what to do about the vacancy, including the possible publishing of notices regarding “Anticipated Vacancies.”
    - b. In the event of a proposed reassignment to fill a vacant position, the chair of the appropriate program or department shall be consulted to determine the appropriate credentials for the position.
    - c. Requests to fill or not to fill the vacant position, or create an alternative position in its place, shall be made with as much lead time as possible, to allow for effective screening and a seamless transition.
  4. Failed Search – Should a newly hired academic administrator terminate within 90 days, or in the case of a faculty member, within the period for non-renewal in the first year, it shall be assumed that another approval for the position is not required. If the position is designated as frozen, it shall be assumed that approval is not required when the position no longer has the frozen designation.
- C. Search Process for Bargaining Unit and Academic Administrator Positions

1. Appointing the Screening Committee – Once a position has been approved for selection and appointment, a screening committee appropriate to the position being filled shall be established as follows:
  - a. Bargaining Unit position. A Screening Committee shall be appointed consisting of five (5) members. Three (3) of these members shall be appointed by the Faculty Senate, preferably from the affected program or department. Should the Faculty Senate appoint an individual from outside the College to any of these positions, the appropriate Dean shall be informed as soon as is reasonably possible of the identity of the individual and the reason for the outside appointment. Two (2) of these members shall be appointed by the appropriate Vice President, in consultation with the hiring manager. When appointing members of the

committee, the parties recognize their obligation for non-discrimination and affirmative action as set forth in Article 2.

- b. Academic Administrator Position. To ensure faculty input in hiring of academic administrators, a five-person Screening Committee shall be appointed. The Faculty Senate shall appoint two (2) members of the committee. Should the Faculty Senate appoint an individual from outside the College to either of these positions, the Administration shall be informed as soon as is reasonably possible of the identity of the individual and the reason for the outside appointment. Three (3) members shall be appointed by the appropriate Vice President, or if the vacant position is a Vice President, by the College President.
  - c. The Faculty Senate shall endeavor to make its appointments to Screening Committees within 10 days of notification by the appropriate Vice President, or if the vacant position is a Vice President, by the College President.
  - d. Non-Academic Administrator Position. When a Screening Committee is appointed to recommend candidates for a new or vacant position for a non-academic administrator with bargaining unit members in his/her direct reporting line, the hiring manager shall endeavor to appoint at least one faculty member to the committee. The hiring manager may seek input from the Faculty Senate.
2. If a member of the Screening Committee appointed by the Faculty Senate is on his/her non-teaching semester or otherwise unavailable during the time the Screening Committee is establishing procedures, reviewing applications, determining candidates to be interviewed, and conducting interviews, the Faculty Senate shall, within 10 days, appoint a new member. If the Faculty Senate is unable to do so, the committee shall proceed with fewer members.
  3. If a member of the Screening Committee appointed by the Administration is on vacation or otherwise unavailable during the time the Screening Committee is establishing procedures, reviewing applications, determining candidates to be interviewed, and conducting interviews, the Administration shall, within 10 days, appoint a new member. If the Administration is unable to do so, the committee shall proceed with fewer members.
- D. Establishing the Screening Committee Procedures, Position Expectations, and Scope of the Search
1. The Screening Committee, with all members present, shall endeavor to meet within 10 days of the appointment of the committee to select a chair, complete the tasks described in the following paragraph, receive orientation on the search, and develop an interview process. The Human Resources Department shall convene the first meeting. Every effort shall be made to schedule meetings at mutually convenient times.
  2. The Screening Committee, with all members present, shall consult with the hiring manager, the Human Resources Liaison, and, when applicable, the appropriate executive-level administrators to review the position opening announcement, clarify requirements and expectations for the position to be

filled, gain understanding of the profile of the candidate the committee seeks, and provide recommendations on recruiting sources. The committee may also consult with other stakeholders who contributed to the formation of the position description as described in A(7) above. The committee may recommend that applicants be required to submit specialized application materials (for example, a portfolio of professional work samples) and /or recommend that applicants be notified of special interview requirements (for example, a teaching demonstration or professional skills demonstration).

3. The Screening Committee shall keep in mind that the College is committed to creating and maintaining diversity in its employee group and it shall therefore, in consultation with the Human Resources Liaison, establish clear guidelines for consideration of race, ethnicity, gender, disability, and other factors which may have an impact on the diversity of the workforce.
  4. An internal search shall be conducted before any external search begins. The Screening Committee, in collaboration with the hiring manager and the Human Resources Department, will determine whether the internal pool includes appropriate diversity to proceed with screening activities.
  5. AAUP-2 bargaining unit members will be automatically selected for interview for any future "hard money" positions for which they apply.
  6. Candidates will be asked to submit their resumes and letters of interest to the Human Resources Department for review and transmittal to the Screening Committee.
- E. Initial Review of Responses for Bargaining Unit and Academic Administrator Positions
1. The Human Resources Department shall collect all resumes and other relevant application materials which were submitted in response to the new or vacant position and shall make copies of all materials, as electronic files, available online for access by all committee members.
  2. The Human Resources Department shall notify the candidates, acknowledging receipt of their resumes and letters of interest and other relevant application materials, and informing them of the time line for the search.
  3. The Screening Committee shall endeavor to screen the applicants' resumes and other application materials within 20 days of the appointment of the committee to determine which, if any, candidates it wishes to interview. The committee will send this list to the Human Resources Liaison, along with a schedule for conducting interviews. Such interviews shall be conducted expeditiously.
  4. The Human Resources Department shall contact the candidates, establish an interview schedule, and facilitate any travel arrangements that may be necessary. Travel expenses will be paid by the College.

5. For candidates who are to be interviewed in person, the Screening Committee, in conjunction with the Human Resources Department, shall make appropriate arrangements for hosting candidates.
  6. The Human Resources Department shall verify the credentials and/or check the references of the candidates being considered for referral to the hiring manager and may do so at any point during the process.
  7. If the Screening Committee determines that there are no viable candidates in the pool of resumes, it shall so advise the Human Resources Liaison. The committee may recommend that the search be re-opened and may recommend revisions to the position opening announcement and/or the recruiting sources.
  8. The Chair of the Screening Committee shall submit to the Human Resources Liaison a list of the candidates eliminated from consideration, and the Human Resources Department shall notify those candidates, after the position has been filled.
- F. Initial Interview Process for Bargaining Unit and Academic Administrator Positions
1. The Human Resources Department will assist the Committee by providing training and understanding of the legal obligations of the employer.
  2. The Screening Committee, in consultation with the Human Resources Liaison, shall determine the process it wishes to use to interview candidates. If possible, the process should be established during the meetings described in C(2) above. The Screening Committee may decide to interview candidates by telephone, video conference, or other means.
  3. The Screening Committee shall conduct its interviews and shall make its recommendations to the hiring manager, with a copy to the Human Resources Director. The Committee may recommend that the hiring manager interview one or more candidates. The Committee shall endeavor to recommend at least two candidates whenever feasible.
    - a. At its discretion, the committee may communicate a description of the relative strengths and weaknesses of the candidate(s) it recommends.
    - b. The Screening Committee may recommend that there is no viable candidate to send forward and that the search be re-opened, and may recommend revisions to the position opening announcement and/or the recruiting sources.
  4. The Chair of the Screening Committee shall submit to the Human Resources Liaison a list of the candidates eliminated from consideration, and the Human Resources Department shall notify those candidates, after the position has been filled.

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

1. The hiring manager shall interview the candidate or candidates recommended by the Screening Committee. After interviewing the candidate(s), the hiring manager may recommend making an offer of employment. Upon such recommendation, the candidate shall be interviewed by the appropriate Vice President and/or the President of the College.
2. If the hiring manager, the Vice President, or the President finds none of the candidates recommended by the Screening Committee to be suitable, he/she will consult with the Chair of the Screening Committee and the appropriate program or department chair regarding re-opening the search and/or revising the position expectations and scope of the search, as described in E(2) above.

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

1. If the hiring manager, the appropriate Vice President, and/or the President decide that a candidate should be made an offer of employment, the Human Resources Department shall recommend what salary and other compensation should be offered. All offers shall be tendered by the Human Resources Department. Offers made for faculty positions shall include a copy of the current collective bargaining Agreement.
2. If a candidate is given an offer of employment with the College and turns it down, or is otherwise not willing or able to fill the position, the hiring manager and/or the Vice President or the President may consider offering employment to one of the other candidates in the pool of candidates initially interviewed by the hiring manager. If no such candidates are available, the search will be re-opened.

I. Selection and Appointment of the College President.

1. Joint effort of the most critical kind must be taken when the College needs to choose a new president. The selection of a chief administrative officer should follow upon cooperative search by the Board of Trustees and the faculty, and such other persons as the Board of Trustees determines to be appropriate, taking into consideration the opinions of others who are appropriately interested.
2. When the Board of Trustees conducts a search for a new College president, the Faculty Senate shall be permitted to appoint at least three faculty members to participate in the search process.

J. Selection and Appointment of Adjunct Faculty

The parties recognize that adjunct faculty are not members of the bargaining unit. However, because adjunct faculty work closely with the program or department faculty and program or department Chairs, adjunct faculty assignments shall be made with advice from the program or department Chairs

of the academic division in which the adjunct will be assigned. The adjunct appointee credentials must be consistent with the posting requirements. If an adjunct is assigned over the written objection of the Chair, the reasons shall be communicated to the Chair.

## Article 8

### Compensation

#### A. Current Faculty Members

1. Effective December 23, 2014, the base salary of all bargaining unit members shall be increased by two percent (2%).
2. Effective December 23, 2015, the base salary of all bargaining unit members shall be increased by an additional two percent (2%).
3. Effective December 23, 2016, the base salary of all bargaining unit members shall be increased by an additional two percent (2%).

#### B. Increase in Compensation for Earning Tenure Status

The base salary of any faculty member who is awarded tenure during the term of this Agreement shall increase by three percent (3%), effective with the next pay period after the award of tenure.

#### C. Longevity Pay

1. Upon completion of seven (7) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.061 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
2. Upon completion of ten (10) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.093 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
3. Upon completion of fifteen (15) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.126 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
4. Upon completion of twenty (20) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.159 in the appropriate

column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

5. Upon completion of twenty-five (25) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.194 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

D. Overload, Professors Emeriti, and Retirees

1. During the academic years 2014-2015 and 2015-2016, those members of the AAUP-2 bargaining unit who teach classes in addition to their regular duties, and all members of the AAUP-2 bargaining unit who retire in good standing with fifteen (15) or more years of service to the College who perform adjunct work, shall be paid overload at the highest rate of adjunct compensation per unit, which is not less than \$600 per unit.
2. During the academic year 2016-2017, those members of the AAUP-2 bargaining unit who teach classes in addition to their regular duties, and all members of the AAUP-2 bargaining unit who retire in good standing with fifteen (15) or more years of service to the College who perform adjunct work, shall be paid overload at a rate that is ten percent (10%) higher than the highest rate of adjunct compensation per unit. This overload rate is not less than \$660 per unit.

E. New AAUP-2 Bargaining Unit Members

The minimum salary for new full-time AAUP-2 bargaining unit members employed after the effective date of this Agreement shall be as follows:

Year	Bachelor's Degree Or Equivalent	Master's Degree Or Equivalent	Doctorate Or Equivalent
2014-15	\$57,144	\$62,550	\$67,950
2015-16	\$58,287	\$63,801	\$69,309
2016-17	\$59,453	\$65,077	\$70,695

F. Mileage Reimbursement

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

## Article 9

### Workload

A. Annual Schedule

Members of the bargaining unit shall discharge their professional responsibilities on a twelve-month schedule.

B. Annual Schedule Projection

Annual projection of the bargaining unit member's work calendar shall be finalized by July 1 of the preceding year.

C. Schedule and Shared Responsibilities

In instances where members of the bargaining unit share responsibilities with members of another faculty bargaining unit, calendars shall be established in an equitable manner.

D. Vacation Days

Vacation days off and work schedules shall be arranged in conjunction with, and approved by, the appropriate dean or director, but will include a minimum of two consecutive weeks off if requested by the member of the bargaining unit. Approval for vacation requests shall not be unreasonably withheld. Scheduled vacation days shall not be unreasonably canceled or rescheduled.

E. Professional Development Activities

Faculty members may participate in pre-approved, College-sanctioned professional development activities. These activities may include in-house faculty and/or staff development workshops; off-campus professional association presentations and meetings; individual or group projects that support student retention, student completion, or enhancement of the advising function; and student organization advising/leadership. Time invested in these service activities shall be included in the annual work schedule.

## Article 10

### Electronic Course and Curriculum Development & Distribution

#### A. Electronic Course and Curriculum Development

Advances in technology allow for the development of technologically innovative methods of instruction, including, but not limited to, electronically-purveyed methods of instruction through live or recorded audio and/or visual presentations and materials using direct signal or cable, transmission by telephone lines, fiber optic lines, digital and/or analog video tape, audio tape, CD-ROM, Internet, E-mail, or other electronic means now known or hereafter developed, or any combinations thereof (referred to throughout this Article as "Electronic Courses").

As set forth in Article 6(B)(1), the responsibility for making recommendations on fundamental academic matters, such as the curriculum, subject matter, and such methods of instruction as may be developed through electronic or other alternative means, remains a significant responsibility of the faculty, with final approval by the Board of Trustees. The faculty and the College administration have a mutual desire to assure the quality and academic integrity of its course offerings. The parties also recognize that the choice of Electronic Course technologies belongs to the College, in consultation with the faculty.

#### B. Electronic Course Agreements

The College and the AAUP recognize the value of technologically innovative methods of instruction and agree that there is mutual interest in further developing these alternative techniques for reaching a broader spectrum of students. The College will endeavor to support the faculty members who wish to incorporate innovative alternative technologies in their courses, as follows:

1. Faculty members are encouraged, but not required, to develop and/or deliver Electronic Courses.
2. A faculty member who desires to develop Electronic Course materials shall first consult with and receive authorization from the appropriate dean or director on the Electronic Course materials to be developed. The purpose of this provision is that the faculty member and the dean or director have a shared understanding in advance of the terms and conditions associated with the development and delivery of the Electronic Course.
3. Electronic Course Development Agreement. If authorized to proceed with development of the Electronic Course materials, the College and the faculty member will enter into a written Electronic Course Development Agreement which details the scope of the Electronic Course materials to be developed, a schedule for completion, and the terms and conditions of ownership of any intellectual property rights in the materials developed. This Agreement shall also identify the compensation for course development, based on the following criteria:

- a. If 80 to 100 percent of the Electronic Course is original material developed by the faculty member, the compensation is the course contact units multiplied by three (3), up to a maximum compensation of five thousand dollars (\$5,000).
  - b. If 25 to 79 percent of the Electronic Course is original material developed by the faculty member, the compensation is the course contact units multiplied by two (2).
  - c. If less than 25 percent of the Electronic Course is original material developed by the faculty member, the compensation is equal to the course contact units.
  - d. Compensation may be units paid at the overload rate or units assigned as release time.
  - e. If the compensation is payment at the overload rate, half of the compensation will be paid following the semester when the course is first offered.
4. As a condition for an Electronic Course Development Agreement, the College shall offer and the faculty member shall complete at least one training session regarding the College's "platform" for delivery of Electronic Courses.
  5. College's Right to Use or License Electronic Courses Developed by Faculty Member pursuant to Section 3, above. The Electronic Course Development Agreement will allow the College to use Electronic Courses developed in accordance with Section 3 above, in perpetuity, subject only to the right of first refusal described in Section 11.
  6. Faculty Member's Right to Use Electronic Course after Termination, Resignation, or Retirement. The Electronic Course Development Agreement will also allow the faculty member who developed the Electronic Course in accordance with section 3 above to use or license that course after his/her employment with the College ends.
  7. Right to Sub-License. By mutual written agreement between the College and the faculty member, the Electronic Course Development Agreement may allow the College or the faculty member to grant sub-licenses to other colleges or institutions.
  8. Consistent with the above, the AAUP and the College will agree in advance to an appropriate form for the Electronic Course Development Agreement and any related agreements.
  9. To become effective, any Electronic Course Development Agreement and related agreements will be executed in writing by the faculty member, and approved by the Academic Vice President, with copies to the AAUP. The Development Agreement and related agreements must be completed prior to the start of Electronic Course development.

10. Course materials developed using Electronic Course methods shall conform to the same departmental course standards as traditional courses, must meet College standards for Electronic Course materials (such as ADA and Section 508 compliance), and must meet standards and /or certification processes required by accrediting bodies.
11. Except as modified by the Electronic Course Development Agreement or related agreements, an active faculty member who develops an Electronic Course shall have the right of first refusal for delivering sections of such courses, up to the equivalent of the faculty member's base load for the semester, in consultation with the appropriate divisional dean or director. Additional sections may be assigned to other qualified faculty, including adjunct faculty, following the standard procedures described elsewhere in this Agreement.
12. If the faculty member who developed the Electronic Course and the appropriate divisional dean or director determine that a course is complex enough to require significant training and oversight, compensation of one (1) unit per new adjunct instructor will be paid the first time the adjunct faculty member teaches the Electronic Course.
13. Appropriate class capacities and maximum student enrollments in Electronic Courses shall be established by the appropriate divisional dean or director, in consultation with the appropriate divisional faculty.
14. If the College elects to change the standard technology used to disseminate Electronic Course materials, the faculty member who developed the Electronic Course and the appropriate divisional dean or director will come to a shared understanding as to what additional workload units, if any, will be necessary to accomplish any modifications required.
15. A faculty member who develops, creates, makes, or originates Electronic Course materials shall retain in perpetuity the sole and exclusive rights to all such property, to the extent permitted by law, except as specifically modified by the Electronic Course Development Agreement.
16. Nothing precludes other faculty from developing their own Electronic Course materials for another or different version of the same Electronic Course. It is understood that the College could choose to offer several versions of the same course simultaneously using Electronic Course methods.
17. In the absence of an Electronic Course Development Agreement entered into after August 25, 2014, the College may not distribute a faculty member's Electronic Course materials for use by other full time or adjunct faculty.
18. Agreements For Pre-Existing Electronic Course Materials. Any Electronic Course created by faculty before August 25, 2014, shall continue to be subject to the terms of any documented agreements entered into at the time of the creation of such Electronic Course materials. However, the College may offer faculty an updated Electronic Course Development Agreement to substitute for any existing agreements, the form of which shall be agreed to between AAUP and the College. Any such new Agreements for pre-existing Electronic Course materials shall include compensation to the faculty member(s) that

created the Electronic Course materials, in substitution for the payment of ongoing royalties. The amount of compensation will be determined as part of the updated Electronic Course Development Agreement.

19. Nothing precludes the College and a faculty member from entering into an Exclusive License Agreement for Electronic Course materials, with the approval of both parties. If the parties reach an Exclusive License Agreement, a copy of that agreement will be forwarded to the AAUP.

## C. Intellectual Property

### 1. Scope

This section sets forth the rights and obligations of the College and the members of the bargaining unit to intellectual property, excluding Electronic Course material which is covered in Sections A and B above. Such rights include, but are not limited to, rights that are protected by laws pertaining to copyright, patent, trade secret, trademark, service mark, and all other intellectual property rights.

### 2. Definitions

#### a. Copyright/Copyrightable

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

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

#### b. Intellectual Property

Any trademark, service mark, trade secret, copyrightable, or patentable matter or any intellectually created tangible thing, matter, or work of authorship, including, but not limited to, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, inventions discoveries, musical and/or dramatic compositions, published or unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio material, computer programs, live video and/or audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art, and any other original work recorded, fixed, or otherwise embodied in any medium.

c. Patent/Patentable

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

d. Trademark/Trademarkable

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

3. Presumption of Ownership

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

Creatorship of intellectual property shall be presumed in the claiming faculty member, as against the College. Intellectual property created by the faculty member in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining Agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside the College, but is available to the College for internal review and for review by external agencies regulating the College.

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

the agreement specifically outlines the development obligations and the College's exclusive ownership.

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

4. Use of Funds from Sale of Intellectual Property
  - a. Funds received by the College from the sale of intellectual property owned by the College shall be allocated and expended as determined solely by the College.
  - b. Funds received by the faculty member from the sale of intellectual property owned by the employee shall be allocated and expended as determined solely by the faculty member.
  - c. Funds received by the faculty member and by the College from the sale of intellectual property owned jointly by the faculty member and the College shall be allocated and expended in accordance with the specific agreement negotiated by the faculty member and the College concerning such jointly owned property.
  - d. Disputes regarding such funds from sale of intellectual property shall be appealed to a College panel consisting of two voting members appointed by the Faculty Senate, and two voting members appointed by the College's Chief Information Officer. The Vice President of Academics shall chair the panel and shall have a vote only in the event that the panel is deadlocked.
  
- D. Development Obligations
  1. The College supports the development, production, and dissemination of copyrightable, trademarkable, patentable, and other intellectual properties by its employees.
  2. It is understood that intellectual property developed by employees on or off College time, except for those materials for which the College had specifically contracted prior to June 9, 1998, shall remain the property of such employees, but shall continue to be used for the benefit of the College while the employee remains an employee of the College.

## Article 11

### Benefits

#### A. Benefits Programs

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

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

#### B. State Teachers Retirement System

Membership in the State Teachers Retirement System (STRS) or the College's approved Alternate Retirement Plan (ARP) is mandated for all employees of the College who meet the eligibility requirements of the STRS as established by state law. Within the STRS regulations, the College arranges that employee contributions are deducted before state and federal taxes are calculated.

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

#### C. Tuition Waiver

See Article 14.

#### D. Tuition Reimbursement

See Article 14.

E. Paid Holidays

Each member of the bargaining unit who is regular full-time, in an active pay status, is eligible for nine (9) paid holidays annually, as defined in the College Operations Manual.

F. Sick Leave/Personal Leave

1. Each member of the bargaining unit who is regular full-time, in an active pay status, is eligible for ten (10) days of sick leave and six (6) days of personal leave annually. No member of the bargaining unit shall lose the accumulated allowance of unused days of sick leave/personal leave by reason of having been absent for a period without pay, nor shall the employee accumulate any additional days of allowance during the absence. Faculty members needing to use sick/personal days shall fill out the requisite forms according to official College procedures.
  - a. If a faculty member is unable to discharge his/her professional responsibilities on a given day for reasons which qualify for sick leave, including regular or overload classes, labs, office hours, or regularly scheduled meetings, that faculty member shall report use of one full sick day.
  - b. If a faculty member discharges part of his/her professional responsibilities on a given day, but for reasons which qualify for sick leave cannot discharge all of his/her responsibilities, that faculty member shall report use of one-half sick day.
  - c. Notwithstanding the College's payroll procedures that list sick leave in "hours," the minimum amount of sick leave which may be used by a faculty member is one-half day (4 hours).
  - d. If the use of sick leave is protracted to the extent that an overload class or classes need to be reassigned, and others must be compensated for that overload, the faculty member may also forfeit overload compensation for such class or classes.
2. Sick Leave Bank (SLB). The College shall maintain a sick leave bank (SLB) to provide additional sick leave to bargaining unit members who have exhausted their accumulated sick leave and otherwise qualify for it.
  - a. A bargaining unit member must have accumulated at least thirty-five (35) days to be eligible to contribute to the SLB. A bargaining unit member may contribute to the SLB by directing the Human Resources Office, in writing, the contribution of a minimum of one (1) day and a maximum per year of ten (10) days of the member's accumulated sick leave. All sick leave time donated to the SLB is not refundable.
  - b. When the balance in the SLB becomes less than fifty (50) days, the Human Resources Office will notify the AAUP, who will call for donation of additional sick leave from bargaining unit members.

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

G. Vacation

- 1. Each member of the bargaining unit shall be allotted 20 days of vacation leave in each contract year. Vacation days may be accumulated up to a maximum of three times the annual allowance.
- 2. If a holiday occurs, or if the College closes during the vacation of a member of the bargaining unit, said day shall not be counted as part of the vacation of the bargaining unit member.
- 3. Vacation days off and work schedules shall be arranged in conjunction with, and approved by, the appropriate dean or director, and may include a minimum of two consecutive weeks off if requested by the member of the bargaining unit. Approval for vacation requests shall not be unreasonably withheld.
- 4. Faculty may elect to receive cash payment for up to ten (10) unused vacation days annually. Requests for payment must be submitted in writing to the Human Resources office no later than November 1. Payment rate shall be calculated as the unit member's per diem pay rate.
- 5. Scheduled vacation days shall not be unreasonably canceled or rescheduled.

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

The College shall make available to members of the bargaining unit and their eligible dependents health insurance coverage, dental insurance coverage, vision coverage, an Employee Assistance Plan, and short-term disability coverage as follows (the health insurance plans are set forth in detail in policies of insurance

which contain specific terms and conditions of coverage, and shall be available in the office of the Director of Human Resources):

1. The College shall provide a “cafeteria”-style benefit plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to “purchase” the following benefits on the following basis during the duration of the contract:
  - a. 92% of the cost of current health insurance or a roughly comparable plan. However, effective January 1, 2016, the College shall provide benefit dollars sufficient for each eligible employee to “purchase” 90% of the cost of this health insurance coverage and effective January 1, 2017, the College shall provide benefit dollars sufficient for each eligible employee to “purchase” 88% of the cost of this health insurance coverage.
  - b. The total cost of the current dental coverage.
  - c. The total cost of vision plan coverage.
  - d. The total cost of the current short-term disability coverage for the employee only.
  - e. The total cost of the Employee Assistance Plan.

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

A bargaining unit member employed prior to January 1, 2015, may revise his or her election upon a change in family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars, which they may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly).

The amount of the premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed, for the term of this Agreement, at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$262.43 bi-weekly for a family eligible employee taking single coverage.

It is agreed that the addition of College benefits for domestic partners benefits, as described in section O of this Article, will in no way affect the status of the employee as it relates to single vs. family status for the purpose of qualifying for a higher payout of dollars when the employee elects to waive any of the health insurance coverage.

An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not

decline coverage in the Employee Assistance Program and must select some form of the vision plan.

Bargaining unit members employed after January 1, 2015, shall not be eligible for the cash waiver described in the previous paragraph.

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

## 2. Health and Wellness Program

The College will provide a Health and Wellness Program (HWP) for employees. The HWP will provide at no charge to the employees services including, but not limited to, physical assessments, stress management programs, nutrition counseling, smoking cessation services, biometric measurements, and access to the College's fitness facilities. Employees will be encouraged, but not required, to participate in Health and Wellness programming.

All medical data collected through participation in the HWP will remain confidential, the College making no claim to access such data, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) rules and standards.

## 3. Open Enrollment

An open enrollment period shall be established during each year of the Agreement.

### I. Group Term Life Insurance

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

### J. Free Parking

Parking shall be provided for members of the bargaining unit.

### K. Cash Payment for Sick/Personal Leave

At the end of the fiscal year, members of the bargaining unit may exercise one of two options regarding any sick leave/personal leave days fewer than sixteen (16) used during the previous year:

1. Allow the balance to remain intact for possible future need. (Accumulate it.)
2. Convert up to one-half of the unused balance for the year into a cash payment computed as 0.00278 times the current annual salary times the number of eligible days.

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

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

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

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

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

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

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as 0.00384 times the employee's most recent annual salary times the number of eligible days.

Any member of the Bargaining Unit who has converted accumulated sick leave into a lump sum payment who subsequently is employed by another agency, organization, or institution to which accumulated sick leave could be transferred pursuant to law, shall be deemed to have forfeited all sick days earned at Cincinnati State Technical and Community College and such days shall not be further eligible for transfer.

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

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

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

M. Retirement and Residual Benefits

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

- Tuition Waiver (See Article 14)
- Free Parking
- Use of College Facilities (library, pool, weight room, etc.)

To retire in good standing, the bargaining unit member shall provide no less than 90 days notice to the Human Resources Department. Exceptions to this notice requirement will be made if a retirement is precipitated or hastened by emergency circumstances.

N. Family Leave

In conformance with the Family and Medical Leave Act (FMLA), the College has adopted a policy providing for leave as that law requires. A copy of that policy is included in the College Operations Manual, which is available on the College Intranet.

O. AAUP Participation in Benefits Negotiations

The College and the AAUP recognize the importance of possible changes in the cost of providing appropriate health care insurance to employees. The parties agree to meet periodically throughout each year of this Agreement to examine in

a timely manner possible changes to employee benefits that are identified as part of the annual health care insurance bid and renewal process and the open enrollment cycle.

The goal of these meetings is to build consensus and make collaborative decisions and recommendations regarding the College's health care benefit offerings. Topics of discussion may include, but are not limited to:

- Collect and review data on health benefits trends in Ohio community colleges and other comparable regional institutions.
- Review and analyze data on Cincinnati State health benefits components such as:
  - provider performance, claims response, customer service, and communications.
  - wellness programming and consumer awareness of such programming.
  - health insurance utilization.
  - health insurance utilization management considerations.
  - benefits costs.
- Collect employee feedback on benefits using surveys or other data collection methods.
- Review and analyze benefits plan options and design.
- Analyze bids by health benefits providers.
- Discuss other topics as they become pertinent.

#### P. Benefits for Same-Sex Domestic Partners

The College shall provide benefits described in this Article to same-sex domestic partners of employees who meet the criteria defined below, provided that these benefits are legally available and understanding that should they become legally unavailable, there are no substitute economic benefits to which eligible bargaining unit members are entitled.

Same-sex domestic partners of employees are not eligible for the cash waiver described in Section H of this Article.

The same-sex domestic partner of a covered employee who meets all of the following criteria shall be eligible for dependents' benefits:

1. Has shared for at least nine consecutive months prior and continues to share during the coverage period a permanent residence with the employee (unless residing in different cities, states or counties on a temporary basis).
2. Is the sole domestic partner of the employee, has been in a relationship with the employee for at least nine months, and intends to remain in the relationship indefinitely.
3. Is not currently married to or legally separated from another person under either statutory or common law.
4. Shares responsibility with the employee for each other's common welfare.
5. Is at least eighteen years of age and mentally competent to consent to contract.

6. Is not related to the employee by blood to a degree of closeness that would prohibit marriage in the state in which they legally reside.
7. Has agreed to notify Human Resources, in writing, in the event of a dissolution of the domestic partnership.
8. Is financially interdependent with the employee in accordance with the insurance plan requirements outlined by the College, which documentation must be provided to and verified by the College. Financial interdependency may be demonstrated by the existence of four of the following:
  - joint ownership of real estate property or joint tenancy on a residential lease.
  - joint ownership of an automobile.
  - joint bank or credit account.
  - joint liabilities (e.g., credit cards or loans).
  - joint responsibility for necessities of life, including debts and medical expenses.
  - a will designating the same-sex domestic partner as primary beneficiary.
  - a retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary.
  - a durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another.
  - proof of marriage if the opportunity become legally available, which will be the only requirement of financial interdependency if this is the case.

## Article 12

### Severance of Employment Relationship

The administration and the AAUP recognize that efforts should be made to prevent serious personnel problems from arising. When necessary, disciplinary actions may be taken, using the provisions described in Section E below.

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

#### A. Resignation

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

#### B. Retirement

Retirement does terminate the employment relationship. The benefits attaching upon retirement as well as the procedures necessary to attain them are described in Article 11(L) and 11(M)

#### C. Non-Renewal of Contract

The administration, at its discretion, may terminate the annual appointment of any member of the bargaining unit employed on or after December 23, 2006, who has completed fewer than five (5) years of full-time service to the College. If such a regular appointment is not to be renewed, the President or his or her designee shall notify the affected faculty member in writing no later than April 15.

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

#### D. Reduction in Force

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

1. Any reduction in force shall take place first among the appropriate adjunct faculty, before full-time faculty.
2. Any reduction in force among full-time faculty members in AAUP-2 shall take place in reverse order of seniority. Seniority shall be determined by the date of last hire.

- a. The Faculty Senate and/or the appropriate Vice President may submit to the College President a statement of programmatic or divisional needs and justifications for exceptions to the seniority list.
  - b. The President shall consider such recommendations and shall forward them, along with his or her own, to the Board of Trustees.
3. The administration shall exert best efforts to find a position at the College for which any tenured faculty member of AAUP-2 is qualified, either in a related division or in some non-teaching capacity. A tenured faculty member of AAUP-2 subject to a reduction in force may exercise a right to displace a non-tenured faculty member in an unaffected area of the AAUP-2 bargaining unit, as long as the tenured faculty member is qualified for the position. Tenured members of AAUP-2 shall not be entitled to displace members of AAUP-1
4. This stipulation shall be subordinate to the legal requirements of affirmative action and EEOC regulations.
5. Should there be a need for additional faculty staffing in the AAUP-2 bargaining unit, the faculty who were laid off shall be offered renewal of their faculty status in reverse order of their termination, provided they possess the necessary qualifications for the open position.
  - a. This obligation shall be honored for two (2) years after dismissal unless the faculty member submits a written release of this right.
  - b. This obligation shall be subject to the legal requirements and EEOC regulations as described above.
6. There shall be no layoffs due to financial exigency, or reduction or substantial elimination of grant funding, unless the College President, sixty (60) days prior to making his/her recommendation to the Board of Trustees, notifies the Faculty Senate and the AAUP that a recommendation for such action may be made. The Faculty Senate and the AAUP may offer their advice, recommendations, and alternatives to the College President. The President shall consider those and forward them along with his or her own to the Board of Trustees.
  - a. The AAUP and AAUP-2 bargaining unit members specifically recognize that in the event of a substantial reduction or elimination of grant funding, the College will attempt to find financial support from other sources, but will not guarantee continuation of the program/ position from the College's General Fund.
7. In the event of a reduction in force, tenured faculty in AAUP-2 may be appointed to open or vacant positions in the AAUP-1 bargaining unit for which they are qualified.

- E. Sanctions or Dismissal for Adequate Cause
1. Whenever possible, disciplinary actions should be primarily corrective rather than punitive. In all instances the dignity of the individual faculty member should be respected.
  2. *Sanction* means a corrective disciplinary action short of dismissal.
    - a. If a member of the bargaining unit's supervisor (division dean or vice president) determines that corrective efforts, such as oral counseling, or in a more serious instance a written reprimand, are necessary, the supervisor shall take that action without resorting to the fact-finding proceedings described in this Article. In the event that a written reprimand is issued, a copy of such reprimand shall be placed in the faculty member's personnel file, and the faculty member shall have the right to place a response to that reprimand in his or her file. Any sanction requiring suspension of a member of the bargaining unit shall be subject to the fact-finding proceedings of this Article.
  3. *Dismissal* means a severance action by which the College ends its employer relationship with a faculty member for adequate cause.
  4. *Adequate cause* means substantial charges directly and substantially related to the fitness of the affected faculty member to discharge professional responsibilities.
  5. Dismissal or sanction proceedings may be instituted for any of the following charges:
    - a. Failure to perform professional responsibilities either through incompetence, persistent negligence, refusal to carry out reasonable assignments, or disregard for the ethics and standards of the profession, as outlined in Article 15.
    - b. Conviction of a felony which renders the faculty member unfit or unable to perform professional responsibilities, or conviction of a crime or misdemeanor which is hostile to the College community.
    - c. Fraud or misrepresentation of professional preparation or accomplishments.
    - d. Deliberate or grave violation of the rights and freedoms of other members of the College community.
    - e. Deliberate or grave violation of the published College policies and/or procedures.
    - f. Failure to participate in an approved rehabilitation program by a faculty member whose professional performance is materially affected by drug or alcohol abuse.

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

F. Proceedings for Dismissal or Sanction for Adequate Cause

1. It shall be the obligation of the College President to initiate dismissal proceedings or sanction proceedings against a faculty member. The President shall notify the affected faculty member of his/her intention to commence dismissal proceedings or sanction proceedings, which notification shall be accompanied by a written statement of specific charges and by a description of the sanction or disciplinary action, including dismissal, recommended by the Director of Human Resources and a copy sent to the President of the AAUP. Within ten (10) days, the affected faculty member will either resign, agree to the sanction described, or agree to a hearing before a Fact Finding Committee.
2. Within the same ten (10) days described in F(1) of this article, the Faculty Senate shall appoint five (5) members of the bargaining unit to a Fact Finding Committee. None of said members shall be from the same division as the affected faculty member. The AAUP shall appoint a non-voting *ex officio* member to the committee. Prospective members of the committee who deem themselves disqualified for bias or interest shall promptly notify the Faculty Senate that they are unable to serve. The affected faculty member may exercise one challenge without stated cause. If the Faculty Senate cannot form a 5-member Fact Finding Committee within ten (10) days of receipt of the President's charges, the Fact Finding Committee shall be composed of all the members of the Faculty Senate excluding those from the same division as the faculty member against whom charge(s) are pending.
3. Pending a final decision by the Fact Finding Committee, the affected faculty member's salary and benefits shall continue in full force and effect. If the President feels that the affected faculty member is unable to discharge his/her regular professional responsibilities, in the interest of the proper functioning of the College, the President may suspend the affected faculty member or assign him/her to other duties in lieu of suspension.
4. The Fact Finding Committee shall begin its preparations for the hearings within five (5) days of its receipt of the President's written statement of specific charges. With appropriate notice to the parties concerned, the Committee may hold joint meetings with the parties to simplify issues, effect stipulations of facts, provide for the exchange of documentary or other information, or achieve such other prehearing objectives as will make the hearing fair, effective, and expeditious. Within five (5) additional days, the Fact Finding Committee shall determine whether there is a *prima facie* case for proceeding with a hearing. If the Fact Finding Committee should find that there is no *prima facie* case for proceeding with a hearing, it shall so report in

writing to the President. If the President feels there is still a necessity for hearings, he/she shall within five (5) days so report in writing to the Fact Finding Committee, and the committee shall initiate hearing procedures.

5. The Fact Finding Committee shall serve notice of hearing with specific charges in writing, at least fifteen (15) days prior to the hearing. The hearing shall commence no later than the twentieth (20th) day after the date of the notification of the hearing, and the hearing shall be completed fifteen (15) days after the commencement of the hearing. The hearing shall be governed by the following rules:
  - a. The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from such determination.
  - b. The faculty member shall be entitled to have legal counsel be present and participate in the proceedings.
  - c. Both the administration and the AAUP shall be entitled to participate in the proceedings and may be represented by legal counsel.
  - d. The Committee shall grant reasonable adjournments to enable either party to investigate evidence to which a valid claim of surprise is made.
  - e. A verbatim audio record of the proceedings shall be taken and the administration shall make a copy of the audio tape available to the affected faculty member, at his or her request.
  - f. The burden of proof that "adequate cause" exists rests with the administration and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
  - g. The affected faculty member and the administration shall be afforded a reasonable opportunity to obtain necessary witnesses and documentary evidence.
  - h. The faculty member and the administration shall have the right to confront and cross examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.
  - i. In a hearing of charges of gross incompetence, the testimony shall include that of qualified members of the Cincinnati State Technical and Community College faculty and/or the testimony of faculty members of other institutions of higher education, and/or the testimony of recognized authorities in the appropriate professional disciplines or programs.
  - j. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the

issues involved. Every possible effort shall be made to obtain the most reliable evidence.

- k. The Committee shall base its findings of fact and its recommendations and decisions solely on the hearing record.
6. The Fact Finding Committee shall be empowered to recommend dismissal or another remedy which it deems appropriate.
7. Within five (5) days after the conclusion of the hearing, the Committee shall notify the College President and the President of the AAUP of its findings of fact and its recommendations.
8. The College President shall transmit the recommendations of the Fact Finding Committee along with his or her own recommendations to the Board of Trustees. The Board of Trustees shall at its next regular meeting afford the affected faculty member an opportunity to appear before the Board to provide evidence on his/her own behalf. The Board of Trustees shall consider all of the findings and recommendations and shall within five (5) days put into writing its final decision, copies of which shall be submitted to the affected faculty member, the chair of the Fact Finding Committee, the College President, and the President of AAUP.
9. The AAUP, at its discretion, may appoint within five (5) days two representatives to meet and confer with the College President or his/her designee in respect to the conditions of the dismissal regarding compensation and/or benefits for the affected faculty member. In such discussion, consideration will also be given to any compensation which might have been continued for the affected faculty member during the period of time in which the affected faculty member performed no service to the College pending a final decision by the Board of Trustees.

G. Grievability of Decisions

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

## Article 13

### Tenure

#### A. Definition

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

#### B. Eligibility for Tenure Application

Members of the bargaining unit employed on or after December 23, 2006, upon completion of five (5) years of full-time service (as defined by the provision for non-renewal of contract in Article 12(C)(1)), may choose to apply, one time and one time only, for tenure. If they choose to apply, they will do so by September 15 of their sixth year by providing to the Dean or Director of the applicant's division or department and to the Faculty Tenure Committee the evidence that they meet the following criteria below:

1. A recommendation by at least one (1) tenured faculty member within the applicant's division that the applicant be granted tenure.
2. Evidence that the applicant has attained a bachelor's or master's degree or equivalent appropriate certificate relevant to his/her field or area of expertise.
3. Evidence demonstrating recognizable excellence in the applicant's field or area of expertise. To the extent that such information is available to the applicant, this evidence should include, but not be limited to, student, peer, or administrative evaluations, and information from the applicant's Peer Mentoring Committee, appointed by the Faculty Senate.

4. Additional evidence which should include, but not be limited to, the following:
  - a. Evidence of professional growth, including possible scholarly publications.
  - b. Evidence of constructive activities in support of professional associations and societies within the applicant's fields of interest or related areas.
  - c. Evidence of the faculty member's value to the College, including evidence of performance of professional responsibilities consistent with professional standards and the mission and objectives of the College. Such evidence may include, but not be limited to:
    - student advisement/guidance/recruitment
    - program and curriculum development
    - participation in College committees
    - participation in program or College accreditation activities
    - participation in relevant business or community affairs
5. The process and basis for tenure must remain flexible to allow for individual uniqueness and creativity in performance. Applicants need not satisfy all the criteria listed above, but will be expected to have records which demonstrate excellence in the performance of their duties.
6. The evidence submitted by the applicant should be complete as of the time of submission, but can be supplemented if new or clarifying information becomes available during the tenure application review process, up to March 1 of the year in which the Board of Trustees acts upon the final recommendation. Such supplements should be provided to all persons who have reviewed the application as of that point in the application review process.

C. Tenure Committee and Review of Tenure Applications

1. The Dean of the applicant's division shall make a written recommendation regarding the applicant's request for tenure, directly to the Academic Vice President. Prior to making such recommendation, the Dean shall evaluate the submitted materials, as well as the applicant's performance, including annual administrative evaluations which have previously been conducted. The Dean's recommendation shall be made to the Academic Vice President no later than December 1, with a copy to the applicant and to the Tenure Committee.
2. The chairperson of the Tenure Committee shall notify the Academic Vice President and all applicants of the Committee's recommendation by December 1. Such notification shall be in writing. In the event of a negative recommendation, the Committee shall submit a written statement of the reasons for the negative recommendations.

3. Upon receipt of a recommendation by the Faculty Tenure Committee and the Dean, the Academic Vice President, upon reviewing the recommendations and the submitted material, shall, as soon as is reasonably possible, but by no later than February 1, submit to the President a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Dean and the Faculty Tenure Committee.
4. Upon receipt of the recommendations of the Academic Vice President, the Faculty Tenure Committee, and the Dean, the President, upon reviewing the recommendations and submitted material, shall, as soon as is reasonably possible, but not later than February 15, submit to the Board of Trustees a written recommendation regarding the applicant's request for tenure, along with the recommendations of the Academic Vice President, the Dean, and the Faculty Tenure Committee. The President shall submit copies of his or her recommendation to the Faculty Tenure Committee and to the applicant(s).
5. The Tenure Committee, the Dean, or the Academic Vice President may consider other pertinent information deemed necessary for a complete review of the applicant's eligibility for tenure. Such information must be in written form and be provided to the applicant and all persons who have reviewed the application as of that point in the application review process. The applicant shall be afforded an opportunity to respond in writing to the material no later than ten (10) days after he or she is given a copy of the material or up to March 1, whichever date is earlier. Such responses will be added to the file.
6. The Board of Trustees shall notify the applicant by March 31 of its decision to award or deny tenure. Such notification shall be in writing. In the event that the decision of the Board of Trustees is contrary to the recommendation of the Faculty Tenure Committee, the Board of Trustees shall put into writing its reasons for such decision.
7. Following an award of tenure, faculty shall have the title "professor."

D. Denial of Tenure

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

E. Non-Tenured Bargaining Unit Members

In the event that a member of the AAUP-2 bargaining unit does not apply for tenure, such member remains subject to annual contract renewal as any other member of the AAUP-2 bargaining unit who is not eligible for tenure.

F. FACT Discussion of Tenure Criteria

The Administration and the AAUP agree to convene the Faculty / Administration Communication Team (FACT) to examine the criteria for tenure of Unit 2 members, as described in Section 13(B) above.

## Article 14

### Professional Enrichment Programs

- A. Tuition Waiver at Cincinnati State Technical and Community College
1. Members of the bargaining unit are eligible to enroll in up to two (2) courses per term at the College without payment of tuition and all fees with the exception of course/lab fees, whether in-state or out-of-state, up to a maximum of eight (8) credit hours per term. The member of the bargaining unit shall pay any lab fees, except for fees associated with Physical Education courses that are part of the College Wellness Program, at the time of registration.
  2. Spouses, children, and/or dependents of members of the bargaining unit may, whether in-state or out-of-state, receive waiver of the instructional fee, irrespective of the credit load. Other fees must be paid at registration time.
  3. Members of the bargaining unit who retire shall be permitted tuition waiver as described for members of the bargaining unit still employed.
- B. Reimbursement and Salary Increases for Advanced Degrees
1. The College supports the continued studies for advanced degrees of unit members and/or the continuing education of unit members which contribute to the mission of the College. Requests for such reimbursement must be approved in advance by the appropriate Dean. Should the Dean deny approval, the faculty member may appeal to the appropriate Vice President. The College agrees that upon submission of documented receipts for accredited College tuition and a grade report verifying a grade of "B" or better, a member of the bargaining unit shall receive reimbursement as described herein:
    - a. The College shall reimburse AAUP-2 faculty members as follows:
      - i. For academic year 2014-2015, the per-credit rate of reimbursement shall be seventy-five percent (75%) of tuition paid, up to an annual maximum of fifteen (15) credit hours per individual.
      - ii. For academic years 2015-2016 and 2016-2017, the per-credit rate of reimbursement shall be equivalent to seventy-five percent (75%) of the current tuition rate for Ohio residents in a comparable program at the University of Cincinnati.
    - b. Faculty members who receive tuition reimbursement shall remain at the College for at least one year following the date of submission of their documented receipts for reimbursement. Faculty members who voluntarily leave the employ of the College prior to one year following the date of any tuition reimbursement for other than *bona fide* medical reasons shall reimburse the College the amount of said tuition reimbursement. Nothing in this paragraph shall be construed as a

guarantee of employment of AAUP-2 bargaining unit members in the event of a loss of grant funding.

2. Upon presentation to the Director of Human Resources of proof that a member of the bargaining unit has obtained a master's degree from an accredited institution of higher education, the bargaining unit member's salary shall be increased by six percent (6%) beginning with the next pay period. Upon presentation to the Director of Human Resources of proof that the member of the bargaining unit has obtained a doctorate degree from an accredited institution of higher education, the member of the bargaining unit's salary shall be increased by eleven percent (11%) beginning with the next pay period.

### C. Sabbatical Leave

1. A tenured member of the bargaining unit shall be eligible for sabbatical leave. The primary purpose of sabbatical leave is to encourage and to enhance professional growth and effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty members to undertake specific activities involving planned study, research, travel, return to industry, or other approved creative work of benefit to the faculty members and to the College. Members of the bargaining unit may apply for sabbatical as described in this provision, but it is understood that the College does not guarantee a pool of sabbatical leaves for faculty in AAUP-2, and that nothing herein shall be construed as affording to faculty in AAUP-2 any rights to the pool of sabbatical leaves afforded to faculty in AAUP-1.

Sabbatical leaves shall be identified as falling into one of two categories:

- Leaves for the purpose of pursuing advanced degrees (Degree Sabbaticals).
  - Leaves for other purposes (Enrichment Sabbaticals).
- a. Leaves may be granted for one (1) or more terms up to, but not more than, one (1) academic year, but the period of the sabbatical may extend over more than one academic year, e.g., include Winter and Spring terms of one academic year and Early and Late Fall of the next academic year. Leaves shall not be granted for less than one full academic term. Leaves are granted without regard to seniority or the number of years that a member of the bargaining unit has been eligible to be considered for sabbatical leave.
  - b. Upon completion of a sabbatical leave, the member of the bargaining unit shall not become eligible again until the completion of an additional five (5) years of service to the College. Five additional years shall be defined as at least four complete academic terms in at least five academic years, subsequent to the last day of the faculty member's prior sabbatical.
  - c. A member of the bargaining unit on sabbatical leave shall be fully compensated. Any wages received by the bargaining unit member for work performed related to the sabbatical, other than an academic stipend, shall be offset against the compensation owed by the College and the bargaining unit member agrees to notify the College of such

compensation and provide documentation. The member of the bargaining unit on sabbatical leave shall continue to accrue sick leave, retirement credit, insurance benefits, seniority, and all other benefits as described in this Agreement.

- d. When applying for a Degree Sabbatical, the faculty member shall include a projected date for the completion of the degree. When a Degree Sabbatical is granted, the expectation is that the faculty member will complete the degree being sought. Failure to complete the degree within one (1) year of the projected degree completion date shall obligate the faculty member to reimburse to the College the amount of all tuition reimbursements previously granted to the faculty member towards the completion of the degree from the beginning date of the sabbatical and thereafter and shall cause the faculty member to become ineligible for any future sabbatical leaves, notwithstanding Article 14(C)(1)(b) above, unless the faculty member has a *bona fide* medical reason or other qualifying reason under FMLA, which would necessitate a delay in the completion of the degree.
  - e. When an Enrichment Sabbatical leave is granted, every 30 days the faculty member shall submit a report to the Dean of his/her progress in the goals established for the sabbatical. By the conclusion of the academic term following completion of the sabbatical leave, the faculty member shall submit a report detailing the attainments achieved, as required by ORC 3345.28. This report shall be sent to the Academic Vice President, to be filed in the College library. Failure to submit this report in a timely manner shall obligate the faculty member to reimburse to the College the amount of wages and benefits paid during the sabbatical and shall cause the faculty member to become ineligible for any future sabbatical leaves, notwithstanding Article 14(C)(1)(b) above, unless the faculty member has a *bona fide* medical reason or other qualifying reason under FMLA, which would necessitate a delay in the submission of this report.
  - f. Upon completion of sabbatical leave, the member of the bargaining unit must return to the College for at least one (1) full year of professional service. Faculty members who voluntarily leave the employ of the College prior to one year following the date of the completion of the sabbatical for other than *bona fide* medical reasons shall reimburse the College the amount of wages and benefits paid during the sabbatical.
2. The Faculty Senate shall in accordance with its bylaws establish a Sabbatical Review Board. In addition to the faculty members appointed to the Review Board, the President shall appoint the Deans of the Humanities & Sciences Division, the Business Technologies Division, the Center for Innovative Technologies, and the Health and Public Safety Division, as well as the Director of the Library.
    - a. Candidates shall submit by February 1 to the Sabbatical Review Board an application for sabbatical leave, in a form to be determined by the Sabbatical Review Board, along with justifications on the merits of the proposal in its own right, for the individual, for the division, and for the College. The Sabbatical Review Board shall have the right to request additional information from the candidate or ask the candidate to modify

his/her proposal for improvement and/or suggest that the candidate apply for a sabbatical period which is less than he/she applied for.

- b. By April 1, the Sabbatical Review Board shall submit its evaluation of the proposals and its recommendations to the appropriate vice president and to the President. Each evaluation shall include a justification for any negative recommendation, and a rank of order of preference for each proposal submitted to the Sabbatical Review Board. The appropriate vice president shall review the proposals and submit his/her evaluations and recommendations to the President.
- c. By May 1, the College President shall submit his/her evaluation of the proposals and his/her recommendations as well as the recommendations or evaluations of the appropriate vice president and the Sabbatical Review Board, to the Board of Trustees.
- d. By May 31, the Board of Trustees shall notify the applicant and the Sabbatical Review Board in writing of its decision. In the event of a negative decision, the Board of Trustees shall provide reasons in writing.
- e. A member of the bargaining unit who has been granted a sabbatical leave shall submit in writing to the Academic Vice President, no later than the fifth week of the academic term prior to the beginning of the proposed sabbatical leave, a statement attesting to the fact that the sabbatical proposal is still viable and will go forward as proposed. Should the proposed sabbatical not be viable at this point, the sabbatical will be cancelled. The cancelled sabbatical award shall be carried over for awarding in the following year.

D. Professional Enrichment

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

## Article 15

### Professional Ethics and Academic Freedom

#### A. Professional Ethics

1. Bargaining unit members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, bargaining unit members encourage the free pursuit of learning in their students. They hold before their students the best scholarly standards of their disciplines. They demonstrate respect for the students as an individual and adhere to their proper roles as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects the students' true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from the students. They protect the students' academic freedom.
3. As colleagues, bargaining unit members have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of the institution.
4. As a member of their institution, bargaining unit members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided those do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their services, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their communities, bargaining unit members have the rights and obligations of any citizen. They measure the urgency of these obligations in light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression that they speak or act for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, bargaining unit members have a particular

obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

B. Academic Freedom

1. Academic Freedom in Research

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

2. Academic Freedom in the Classroom

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

3. Academic Freedom as Citizens

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

## **Article 16**

### **No Strikes or Lockouts**

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

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

## Article 17

### Employment Outside the College

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

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

## **Article 18**

### **Separability**

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

## **Article 19**

### **Entirety**

This written Agreement constitutes the entire agreement between the College and the AAUP regarding the AAUP-2 bargaining unit described herein, and supersedes and replaces any and all agreements, whether written or oral, or expressed or implied, between and concerning the College and the AAUP specifically regarding the AAUP-2 bargaining unit.

## **Article 20**

### **Waiver**

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

## **Article 21**

### **Definitions**

A. Positions Named in the Agreement

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

B. College Fiscal Year

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

C. College Academic Year

An academic year shall be defined as the date on which a Fall semester begins until midnight on the day before the next Fall semester begins.

D. Contract Year

A contract year shall be defined as December 23 until midnight on December 22 of the following year.

E. Timelines and Working Days

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

**Article 22**

**Duration and Amendment**

This Agreement shall be effective December 23, 2014, and shall continue in full force and effect from the date of its execution until and including midnight on December 22, 2017.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2015.

**Cincinnati State Technical and  
Community College**

**American Association of  
University Professors,  
Cincinnati State Technical and  
Community College Chapter**

\_\_\_\_\_  
Cathy T. Crain  
Chairperson, Board of Trustees

\_\_\_\_\_  
David S. Simmermon  
President

\_\_\_\_\_  
O'dell M. Owens, MD, MPH  
President

## Negotiating Teams

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Carla Chance, J.D.

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Geoffrey A. Woolf

---

Stephen Brooks

---

Pamela S Ecker

---

Betty Young

---

Darlene Gray

---

Soni Hill

---

Temesha Corbin

---

Jennifer Hall

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