

AGREEMENT  
BETWEEN  
NORTH CENTRAL STATE COLLEGE  
AND THE CHAPTER  
OF THE  
NORTH CENTRAL STATE FACULTY  
ASSOCIATION-AMERICAN  
ASSOCIATION OF UNIVERSITY  
PROFESSORS

Effective: October 26, 2011

## Table of Contents

ARTICLE NUMBER	PAGE
I. Agreement and Recognition .....	3
II. Management Rights .....	3
III. Academic Freedom .....	4
IV. Intellectual Property.....	4
V. Negotiations .....	4
VI. Grievance/Arbitration Procedure .....	7
VII. Governance .....	10
VIII. Reduction in Force.....	13
IX. Individual Contracts and Evaluation.....	16
X. NCSFA Business and Operations .....	19
XI. Personnel Files .....	19
XII. Faculty Support/Work Environment.....	20
XIII. Distance Learning .....	20
XIV. Emeritus .....	21
XV. College-Related Travel and Other Reimbursable Expenses.....	22
XVI. Professional Development Fund .....	22
XVII. Benefits/Insurance.....	23
XVIII. Benefits/Non-Insurance .....	24
XIX. Rehiring of Retired College Faculty .....	25
XX. Faculty Rank .....	26
XXI. Faculty Workload.....	27
XXII. Leaves .....	33
XXIII. Fair Share and Dues Check Off.....	37
XXIV. Discipline/Discharge.....	37
XXV. Compensation .....	39
XXVI. Contract Duration.....	46
Appendices.....	Grievance Form

## **Article I. Agreement and Recognition**

Section 1.01 This is an agreement by and between North Central State College (hereinafter referred to as the "College") and the North Central State Faculty Association-American Association of University Professors (hereinafter referred to as the "NCSFA-AAUP").

Section 1.02 The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of Members of the Bargaining Unit specified herein.

Section 1.03 The provisions of this Agreement shall take precedence over any practices, policies, or procedures which are inconsistent with its terms. Such inconsistent policies shall be null and void.

Section 1.04 The College recognizes the NCSFA-AAUP as the sole and exclusive representative as defined by law for the members of the bargaining unit described below. Exclusive recognition means that the College will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with this exclusive recognition.

Section 1.05 The bargaining unit shall include all full-time Faculty at the Mansfield Campus and Shelby Center of North Central State College, including Clinical Coordinators and Program Directors. Excluded from the bargaining unit are President; Vice-Presidents; Deans, Assistant Deans, and Associate Deans of colleges; assistants to the President and Vice-Presidents; Division Coordinators, and Academic Chairs; Librarians; Adjunct, part-time, temporary, visiting, and research faculty; College NOW Instructors; contract professional employees, supervisory employees; and all other employees of North Central State College.

NOTE: The parties agree to maintain current contract language but file a joint petition for clarification for bargaining unit to include program coordinators and practicum site coordinators.

## **Article II. Management Rights**

Except as limited by this Agreement, the College retains all rights, powers, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Revised Code Section 4117.08 (C.), including but not limited to, its rights to:

Section 2.01 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 service, its overall budget, utilization or technology, and organizational structure.

Section 2.02 Direct, supervise, evaluate, or hire employees, including hiring auxiliary employees or special contract employees.

Section 2.03 Maintain and improve the efficiency and effectiveness of College operations.

Section 2.04 Determine the overall methods, process, means, or personnel by which College operations are to be conducted.

Section 2.05 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

Section 2.06 Determine the adequacy of the work force.

Section 2.07 Determine the overall mission of the College as a unit of the Public Higher Education System of

the State of Ohio.

Section 2.08 Effectively manage the work force.

Section 2.09 Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

Section 2.10 Except as limited by this Agreement, nothing contained herein shall in any way limit the College's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

### **Article III. Academic Freedom**

Section 3.01 The College and the NCSFA-AAUP agree that academic freedom is essential to the wellbeing of the College.

Section 3.02 Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties at the College; but research for pecuniary return should be based upon an understanding with the College administration.

Section 3.03 Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. The intent of this statement is not to discourage what is "controversial."

Section 3.04 College faculty are citizens, members of a learned profession, and representatives of an educational institution. 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 scholars and educational representatives, 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 speaking for the institution.

Section 3.05 Administrators and faculty shall protect, defend, and promote both academic freedom and academic responsibility.

### **Article IV. Intellectual Property**

Prior to October 1, 2011, the parties agree to enter into discussions to further develop language related to "intellectual property." The intent is to maintain the existing committee membership so as to build on the work already completed and to arrive at a committee-endorsed recommendation to be made to the bargaining committees prior to the end of Winter Quarter 2012. The agreed-to recommendation will be negotiated by the NCSFA-AAUP and the College and incorporated into an MOU. The committee on intellectual property shall dissolve once its recommendation has been made.

### **Article V. Negotiations**

Section 5.01 Initiating Negotiations

If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least ninety (90) calendar days, but no more than one hundred twenty (120) calendar days prior to the expiration of the current agreement. Notification in writing from the Association shall be served on the College

President, and from the College shall be served on the President of the Association. Any written request shall include the following information:

- (a) Date the request was written.
- (b) Statement of purpose of the meeting.
- (c) Name, position, address and phone number of the person who represents the initiating party so that the two representatives may arrange a mutually satisfactory time for the initial negotiations meeting.
- (d) The receiving party will send a written reply of acknowledgement within seven (7) calendar days.
- (e) The initiating party will provide notice to the State Employment Relations Board (SERB).

#### Section 5.02 Negotiations Meetings

- (a) The first negotiation session shall be held within (15) calendar days of the date the initial request of intent to bargain was received.
- (b) The first item of business will be the exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement. These initial negotiation proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate articles the same way as in the current contract; shall leave an article out of the proposal package if there are no changes, additions or deletions to it; shall place all new articles at the end of the proposal package; and shall preserve the enumeration of provisions/sections within an article, as much as feasible. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration during the course of negotiations without the mutual consent of the parties. All tentative agreements reached by the parties shall be initialed by both parties. Once a tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.
- (c) All subsequent negotiation sessions shall be scheduled by the negotiating teams. A negotiating meeting shall not adjourn until a date, time, and place for the next session has been established. Meetings shall be scheduled with the least interruption of work/class schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties in writing.

#### Section 5.03 Negotiation Time Limits

- (a) Either party may call for a recess of the negotiation session to permit the requesting party to caucus. Caucus shall be of reasonable length.
- (b) Items under negotiation must be resolved to the mutual satisfaction of both parties, within sixty (60) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the disagreement procedure outlined in this document shall be implemented.
- (c) Any time limits established under this Article may be modified by mutual agreement of both parties.
- (d) "Days" shall mean calendar days unless specified otherwise.

#### Section 5.04 Representation

- (a) Each team shall limit its representation to not more than six (6) members unless otherwise agreed upon at

the first meeting. Each team shall designate one (1) chief spokesperson who shall make verbal response for team members and be responsible for signing any tentative agreements. Signed, tentative agreements shall not be changed except by mutual agreement by both parties.

- (b) Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings; or for the purpose of providing information pertinent to negotiations. The cost of such consultant shall be borne by the party requesting their services.

#### Section 5.05 While Negotiations are in Progress

- (a) During any phase of negotiations, prior to the first scheduled mediation date, there will be no public releases of information to the media or public by either party. After the first scheduled mediation date, there will be no public releases of information to the media or public by either party without a 24-hour notice to the other party.
- (b) Both parties may issue progress reports to their respective members so as to keep their members informed with respect to the progress of negotiations.

#### Section 5.06 Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board of Trustees. Upon official adoption by the Board of Trustees the Agreement shall be signed by both parties. The two chief negotiators shall then make nonsubstantive organizational changes to the contract prior to its final printing. The College will provide an electronic copy of the ratified contract to all members of the bargaining unit.

#### Section 5.07 Disagreement

- (a) If after the sixty (60) calendar days after initiation of the bargaining process, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the terms of the disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.
- (b) The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
- (c) If after thirty (30) calendar days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The parties shall have the rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

#### Section 5.08 Alternative Methods of Bargaining

- (a) The College and the NCSFA-AAUP will meet at least 6 months prior to the contract expiration to discuss the possibility of engaging in alternative methods of bargaining.
- (b) If an alternative approach is mutually agreed upon, the ground rules for that approach will be decided by the College and the Association.

## **Article VI. Grievance/Arbitration Procedure**

### **Section 6.01 Philosophy and Purpose**

- (a) The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.
- (b) Every effort should be made to resolve the issue when it arises on an informal basis rather than enter in to formal proceedings.
- (c) This procedure will be available to all faculty with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure. Any reprisals would also be subject to the grievance procedure.

### **Section 6.02 Definitions**

- (a) A GRIEVANCE shall be defined as the affected faculty member or the NCSFA-AAUP making a formal charge or claim alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement.
- (b) A GRIEVANT shall be defined as the affected faculty member or the NCSFA-AAUP expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical or nearly identical circumstances that arise out of the same operative facts affecting each member of said group.
- (c) WORKDAY, any day (excluding Saturdays and Sundays) when the College, according to the official calendar, is open and conducting College business and classes are in session.

### **Section 6.03 Procedures**

- (a) The procedures of the grievance system are divided into informal and formal methods. Regardless of the method, it is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible.
- (b) The number of days indicated herein, should be considered maximum.
- (c) Time limits specified may be extended by mutual written agreement of all parties involved.

### **Section 6.04 Informal Procedure**

The College and NCSFA-AAUP agree that a number of potential grievances may be avoided if the affected bargaining unit member and the appropriate College administrator (lowest level administration with ability to resolve the grievance) are able to discuss and resolve problems by these means. These informal discussions may include representation by NCSFA-AAUP. If the potential grievance is not resolved by this informal procedure within fifteen (15) working days of when the affected faculty member knew or should have known about the alleged violation, misapplication or failure to comply with a provision of this Agreement, then a formal written grievance may be filed. Members of the bargaining unit and College are encouraged to work out grievances on an informal basis wherever possible. While an individual grievant has the right to be advised or assisted by the NCSFA-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the NCSFA-AAUP's assistance shall not be binding upon the NCSFA-AAUP or another bargaining unit member. Nothing shall be construed as limiting the right of the grievant or of the NCSFA-AAUP to present a formal grievance within the 15 work days as specified in the formal procedure of this article.

Section 6.05 Formal Procedure (Step 1)

- (a) The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form, to the NCSFA-AAUP, who will, along with the grievant, submit the form to the divisional Dean within fifteen (15) working days of the act or occurrence giving rise to the grievance or no later than fifteen (15) working days after the grievant knew or should have known of the act or occurrence. The form shall be complete and contain a concise statement of the grievance and must cite specific sections of this Agreement being grieved.
- (b) The Dean (or academic administrator at or above the Dean's level) shall meet with the grievant and the NCSFA-AAUP and render a decision, including rationale, in writing. The grievant is entitled to have 2 representatives present at the hearing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.06 Academic Vice President Review (Step 2)

- (a) If the grievance is not resolved at this point, the NCSFA-AAUP may submit to the Chief Academic Officer, a completed copy of the Grievance Report Form within ten (10) working days after the Dean renders a decision.
- (b) The Chief Academic Officer (or acting CAO) shall meet with the grievant and the NCSFA-AAUP and render a decision, including rationale, in writing. The grievant is entitled to have 2 representatives present at the hearing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.07 Presidential Review (Step 3)

- (a) If the grievance is not resolved at this point, the NCSFA-AAUP may submit to the President (or acting President) a completed copy of the Grievance Report Form within ten (10) working days after the Chief Academic Officer renders a decision.
- (b) The President (or acting President) shall meet with the grievant and the NCSFA-AAUP and render a decision, including rationale, in writing. The grievant is entitled to have a representative present at the hearing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.08 Binding Arbitration (Step 4)

- (a) If the grievance is not resolved by the President, the NCSFA-AAUP may submit to the President a completed copy of the Grievance Report Form within ten (10) working days of the receipt of the written response by the President, and may request an outside arbitrator.
- (b) Within ten (10) work days of the request for arbitration, representatives of the College and NCSFA-AAUP will conference to select an arbitrator by mutual written consent or request the Federal Mediation and Conciliation Services (FMCS) to supply a list of arbitrators.
- (c) Within ten (10) work days following receipt of a list of arbitrators from FMCS, the parties shall mutually select an arbitrator. If the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. The party to strike first shall be determined by a flip of the coin, or as the parties otherwise agree. If the list of arbitrators is not acceptable to either party, then that party may



request a new list of arbitrators. The party that did not request the new list of arbitrators shall have the option to have the parties select from either the second list of arbitrators alone, or to select from the combination of both lists of arbitrators.

- (d) The fees and expenses of arbitration shall be borne equally by the College and NCSFA-AAUP. If a court reporter is requested and a transcript ordered by only one party, the court reporter's attendance fee, and the cost of transcripts for that party and the arbitrator shall be borne by the requesting party. If both sides request a transcript, the attendance fee and transcript costs shall be split equally between the parties.
- (e) The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days either after the filing of post-hearing briefs, if post-hearing briefs are to be filed, or the close of the hearing, unless the parties agree otherwise in writing. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time, unless the parties agree otherwise in writing.
- (f) The arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement, nor make any award, which is inconsistent with terms of this Agreement or contrary to law. The arbitrator shall expressly confine any decision to the precise issues(s) submitted for arbitration and shall have no power to make any award that exceeds the remedy requested.

#### Section 6.09 General Provisions

- (a) All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (b) A grievance may be withdrawn at any level by the grievant without prejudice.
- (c) Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. The time limits set forth herein are to be met by the parties; provided however, that the time limits are not jurisdictional due to good cause, such as inadvertent failure to respond within the stated limits, it being the desire of both parties that grievances be heard on the merits. In no event however shall any time limit be extended more than 10 calendar days. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the College and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step within the appropriate time period.
- (d) Within the above time frames, the parties may agree to hold additional meetings.
- (e) If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties – the College, the grievant and the NCSFA-AAUP.
- (f) The grievant must be present at each and every step herein, and NCSFA-AAUP has the right to be present at each and every step.
- (g) Both parties are to have reasonable access to relevant available information concerning the grievance.
- (h) The grievant, upon request, shall be entitled to NCSFA-AAUP representation at any meeting of the grievance procedure. During the term of this Agreement, no organization other than the NCSFA-AAUP shall be permitted to represent any bargaining unit member in the grievance process.

- (i) All notices of hearings and disposition of grievances shall be first hand delivered, with date of receipt recorded therein, or if hand delivery is not appropriate, mailed by registered letter to the grievant's last known mailing address. It is the responsibility of the grievant to keep the College informed as to current mailing address. Notice under this article will be provided to NCSFA-AAUP and the College in the same manner.
- (j) All meetings or hearings under the grievance procedure shall be conducted at a mutually agreeable time and place.

## **Article VII. Governance**

### **Section 7.01 Shared Governance**

- (a) It is recognized that the faculty can provide valuable contributions to all levels of the College administration. It is also recognized that faculty are uniquely qualified to participate in the governance of the College with respect to academic matters.
- (b) The Administration and the NCSFA-AAUP value the significant contributions the Faculty make to the College, and recognize that the Faculty has significant responsibility for making recommendations on such areas as curriculum, academic advising, subject matter, methods of instruction and student recruitment. Additionally, the involvement of faculty in the selection of the President, Academic Vice President, Academic Deans, Department Chairs and Faculty is crucial to this governance process. Other than the position of President, the final recommendation to the Board of Trustees shall be the responsibility of the President. Such recommendations shall be made in consultation with and participation of the appropriate faculty as set forth below.
- (c) On all such matters of governance, final decisions are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. In light of this delegation, both Administration and the NCSFA-AAUP agree that a collegial system of academic governance be maintained so that faculty has a mechanism and procedures, independent of collective bargaining, for participation.

### **Section 7.02 Acknowledgement of Faculty Caucus**

- (a) The College and the NCSFA-AAUP recognize the Faculty Caucus as the current primary means through which the faculty is engaged in governance with respect to academic matters.
- (b) This engagement will happen through the establishment of and faculty appointment to committees.
- (c) The Faculty Caucus shall have the right to act independently of the Staff Caucus in what it deems as the best interests of the College and the Faculty.
- (d) The NCSFA-AAUP in no way relinquishes its responsibility to represent faculty.

### **Section 7.03 Selection Procedures**

When a vacancy occurs in a position held by a bargaining unit member, the Division Dean will confer with the department or program faculty to assess the need to fill the position.

- (a) Faculty Members of the Bargaining Unit
  - (i) A search committee will be assembled by the Division Dean. At least three (3) full-time faculty shall be appointed by the Faculty Caucus, preferably from the affected program/department/division. Additional staff and/or administrators may be invited by the Dean to participate, with the total number of participants not to exceed six (6). The Human Resources representative may participate as a non-voting member.

- (ii) Applications will be reviewed by Human Resources and a designated faculty member of the search committee to determine if the applicants meet the required qualifications.
  - (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
  - (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the Chief Academic Officer. If the candidate(s) is/are rejected, the committee may re-open the search process or recommend a previously interviewed candidate.
  - (v) All faculty hires will meet either Higher Learning Commission or Ohio Board of Regents, whichever is most stringent, or program-specific accreditation requirements. Any exception would require approval of the Chief Academic Officer and must be accompanied by a development plan attached to the probationary contract.
- (b) Department Chair
- (i) A search committee will be assembled by the Division Dean. At least three (3) full-time faculty shall be appointed by the Faculty Caucus, preferably from the affected department/division. Additional staff and/or administrators may be invited by the Dean to participate, with the total number of participants not to exceed six (6). The Human Resources representative may participate as a non-voting member.
  - (ii) Applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
  - (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
  - (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make recommendations to the Chief Academic Officer. If the candidate(s) is/are rejected, the committee may re-open the search process or recommend a previously interviewed candidate.
- (c) Academic Division Dean
- (i) A search committee will be assembled by the Chief Academic Officer. At least three (3) full-time faculty shall be appointed by the Faculty Caucus. Additional staff and administrators may be invited by the Chief Academic Officer to participate, with the total number of participants not to exceed eight (8). The Human Resources representative may participate as a non-voting member. The Chief Academic Officer or designee may lead the search process and may engage an external search firm to assist.
  - (ii) Applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
  - (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
  - (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified

candidates to consider, interview candidates and will make recommendations to the President. If the candidate(s) is/are rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(d) Chief Academic Officer

- (i) A search committee will be assembled by the President. At least four (4) full-time faculty shall be appointed by the Faculty Caucus. Additional staff, administrators or external constituents may be invited by the President to participate with the total number of participants not to exceed nine (9). The Human Resources representative may participate as a non-voting member. The President may engage an external search firm to assist or lead the search process.
- (ii) If an external search firm is engaged, all applications will be reviewed by that firm to determine qualified applicants; otherwise, applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make recommendations to the President. If the candidate(s) is/are rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(e) President

- (i) A search committee will be assembled by the Board of Trustees. At least four (4) full-time faculty shall be appointed by the Faculty Caucus. Additional staff, administrators or external constituents may be invited by the Board of Trustees to participate. The Human Resources representative may participate as a non-voting member. The Board of Trustees may engage an external search firm to assist or lead the search process.
- (ii) If an external search firm is engaged, all applications will be reviewed by that firm to determine qualified applicants; otherwise, applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the Board of Trustees. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

Section 7.04 Association-Management Committee

- (a) The Association-Management Committee shall have equal representation and may be comprised of up to five (5) members from the College and up to (5) members from the NCSFA-AAUP unless agreed otherwise. During the first ten (10) days of fall term the tentative meeting dates for that academic year will be scheduled. The responsibility of chairing the meeting shall alternate from meeting to meeting between

an Association representative and administration representative.

- (b) The parties agree to meet at least once each term to address issues related to administration of this Agreement and matters of concern to either party in order to maintain a harmonious relationship. The parties shall jointly develop and distribute to the Committee members an agenda for any Association Management Committee meeting no less than three (3) working days (days upon which the College administration offices are open for business) prior to the meeting. The agenda will include a description of the interest or concern on issues to be reviewed and include as part of the agenda any background information. Topics not contained in the agenda shall not be discussed unless the item is of immediate concern and could not be raised prior to the development of the agenda.
- (c) Additional meetings shall be scheduled upon the mutual agreement of either party. The meeting will be held within ten (10) working days (days upon which the College administration offices are open for business) from the day of the request unless an extended date is agreed to by both parties.
- (d) This Committee shall not be used as a substitute for the Grievance Procedure.
- (e) Unless the parties mutually agree, any concern or issue needs to be addressed to the lowest level of management that may resolve the issue (for example, Chairs and Deans) prior to the matter being brought to the Association Management Committee. The primary purpose of the Association Management Committee is to address institutional matters of concern, that would adversely impact the effective relationship between the parties.

#### Section 7.05 Inter-Government Council

The NCSFA-AAUP may designate a representative to the Inter-Government Council.

#### Section 7.06 Curriculum

Prior to any decisions being rendered, faculty within a program will be provided the opportunity to provide input regarding the development of, changes to or discontinuance of curriculum in the affected program.

#### Section 7.07 Class Assignment Request

Faculty may request thirty (30) days prior to the start of the term, their class assignments, based on qualifications, and seniority. If there is a need for a faculty member's schedule to change, communication with faculty will take place as soon as possible.

#### Section 7.08 Grade Changes

Barring faculty malfeasance and excluding the College's Grade Appeal Policy, grade changes are not permitted without the permission of the faculty member that taught the class.

## **Article VIII. Reduction in Force**

#### Section 8.01 Procedure Prior to Layoff of Full-Time Faculty:

It is the intent of North Central State College to provide stable employment. The College may determine, that changes in programming, insufficient financial support, decline in student enrollment, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to layoff bargaining unit members, the College will confer with the Faculty Caucus and NCSFA-AAUP to review possible alternatives and discuss the division(s), department(s), and program(s) which may be affected.

- (a) Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so – that is, the number of bargaining unit members affected by the layoff will be kept to a minimum by not employing replacements for those bargaining unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that bargaining unit members do not possess the necessary qualifications for the position to be filled.
- (b) The College, after consulting the Faculty Caucus and NCSFA-AAUP, shall define the division(s), departments, and program(s) within which a reduction in force will occur. Where a reduction in the part-time and/or temporary faculty base will not adversely affect a program's operational stability, the College will lay off and/or decline to rehire adjunct faculty, temporary faculty, permanent part-time faculty, probationary full-time faculty and non-probationary full-time faculty in that order within the affected division(s), department(s), and program(s). Overload assignments in any program in which a reduction occurs will first be eliminated prior to the layoff of any full-time faculty.

Section 8.02 Layoff Procedure of Full-Time Faculty:

- (a) If layoff is necessary the College will provide the Association President with a full-time faculty seniority list, which will rank bargaining unit members by length of continuous full time service at the College.
- (b) Bargaining unit members will be laid off in reverse order of seniority in those programs directly affected.
- (c) Bargaining unit members affected by the layoff will be notified by hand delivery or registered mail of the effective date of the layoff.
- (d) If during the course of the academic year a full-time faculty member's program is discontinued the full-time faculty member's employment will be terminated at the end of the academic year. During the interim the College will assign duties as appropriate.

Section 8.03 Displacement Rights:

- (a) Within fifteen (15) calendar days of written notification of layoff, a faculty member whose position is eliminated through a reduction in force may exercise the right to displace a less senior faculty member as long as the faculty member is qualified for such position. In order to exercise this displacement right, a faculty member shall initiate a written request for review of that faculty member's credentials, experience, and qualifications by the Chief Academic Officer and the appropriate Divisional Dean/Chair. If, after a review of the faculty member's credentials, experience, and qualifications by the Chief Academic Officer and the appropriate Divisional Dean/Chair, a determination is made that the laid off faculty member's experience, credentials, and qualifications warrant displacement of a less senior faculty member, then arrangements will be made to make the transition at the beginning of the following quarter, assuring sufficient time (determined by the Chief Academic Officer and the appropriate Divisional Dean/Chair) for preparation to teach; otherwise the transition will be made the quarter thereafter. That determination may be grieved pursuant to Article VI, Grievance/Arbitration procedure, at Step 3, Presidential Review. If the NCSFA-AAUP disagrees with the president's decision, it may request arbitration pursuant to an expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both Parties to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the Parties may by mutual written agreement, choose another expedited arbitration procedure.
- (b) Upon request, laid off faculty will be given first consideration for filling adjunct positions in areas where they meet the qualifications. Acceptance or declination of such an adjunct position does not affect in any way the rights of a released faculty member to reemployment under this article.

Section 8.04 Recall Procedure

- (a) A laid-off faculty member shall be offered reemployment when a vacancy becomes available for which the bargaining unit member is qualified. A faculty member will be recalled according to the principles of last laid off/first recalled, provided the faculty member is qualified to perform the duties of the position to be filled.
- (b) Faculty members being recalled shall be notified by mail, e-mail, and telephone to their last known address and shall have fifteen (15) working days from the date of delivery confirmation to respond affirmatively in writing. It shall be the faculty member's responsibility to provide the College with a current address and make appropriate arrangements for forwarding receipt of mail if the faculty member will be away from their address for more than five (5) calendar days.
- (c) If the faculty member fails to accept the recall in writing to the College within fifteen (15) working days from the date the delivery of recall notification was confirmed, the faculty member shall be removed from the recall list and the College shall have no further obligation to the faculty member. The faculty member who has been laid-off shall remain on a recall list for two (2) years after layoff.
- (d) A faculty member who is laid off shall not be considered to have broken continuous service with the College, but shall not accumulate any additional service time during the period of layoff. During the recall period, the faculty member's compensation, including benefits, shall cease, but shall be reinstated when recalled with the following exceptions:
  - (i) Medical/Dental/Vision Insurance: COBRA will apply.
  - (ii) Sick Leave: Faculty will retain accrued sick leave but will not accrue additional leave during the period of layoff. Sick leave may not be applied during the lay off period.
  - (iii) Tuition Remission: The College will honor any approved tuition remission requests for the faculty member or faculty member's dependents during the remainder of the academic year in which the layoff occurs.
  - (iv) Tuition Reimbursement: The College will honor any tuition reimbursement requests initiated between the start of the fiscal year through the end of the quarter in which layoff occurs. Distribution of reimbursement funds will be made in accordance with the College's Tuition Reimbursement policy.

Section 8.05 Grant Funded Positions

- (a) If a faculty position is created by grant funding and there is a substantial reduction in that funding or the funding ceases, the position may be terminated by the College and the affected faculty member shall be placed on layoff status and considered as a candidate for any future job for which the faculty member is qualified.
- (b) A grant-funded position shall be defined as one which is:
  - (i) Initially grant-funded in whole or in part;
  - (ii) Advertised as a grant-funded (and therefore not guaranteed).
  - (iii) Specified to the current employee or applicant as grant funded, and therefore not guaranteed;
  - (iv) Voluntarily applied for and accepted by the applicant or current employee

#### Section 8.06 Seniority

- (a) Seniority of academic faculty members is based on the date of beginning continuous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or date of application for employment, in that order.
- (b) A faculty member who resigns, retires, or whose employment contract is not renewed or terminated for cause shall forfeit all accrued seniority.
- (c) The faculty member on authorized leave shall continue to accrue seniority while on such leave.

### **Article IX. Individual Contracts and Evaluation**

#### Section 9.01 Introduction

The College and NCSFA-AAUP desire to have evaluation procedures accurately communicated and consistently applied. The process of evaluating full-time faculty members is the responsibility of full-time faculty, academic divisions (e.g., Academic Dean), and the Chief Academic Officer. Faculty members shall be evaluated on the basis of criteria established and maintained by the Faculty Caucus. The policy and forms to be followed by the College in making evaluations shall be published in the Faculty Handbook and distributed to the Faculty.

#### Section 9.02 Probationary Contracts

- (a) The first three years of employment will be considered a probationary period. During the first term (quarter or semester) of employment, the probationary faculty member will teach a reduced load (12 credit hours or 15 contact hours) to enable the probationary faculty member to be oriented to the duties of an effective faculty member, both inside and outside the classroom. The probationary faculty member during the first term will complete the faculty orientation program established by the Chief Academic Officer or designee. Recommendation regarding renewal of a probationary faculty's contract will be made by the Dean to the Chief Academic Officer. The retention or release of probationary faculty is at the discretion of the College and is not subject to the grievance procedure—provided Section 9.03 of this article has been substantially followed. Notice of non-renewal of contract must be received by the probationary faculty no later than 45 days preceding the expiration of the current probationary contract. All probationary contracts will be one year in length (either nine or twelve months).
- (b) If a new faculty member is first employed under a contract of less than one full academic year, probationary status will not be offered until the faculty member receives a regular academic year faculty appointment, unless waived by the Chief Academic Officer.
- (c) In case of a probationary faculty who is not performing satisfactorily but shows improvement, the Dean may recommend to the Chief Academic Officer that the probationary period be extended for one additional year. The same procedures as above shall then apply for that year. The probationary period shall not last more than four years.
- (d) When a faculty member has their probationary status modified (e.g., extended, terminated, other), the NCSFA-AAUP will be notified in writing in a timely manner.

#### Section 9.03 Evaluation of Probationary Faculty

- (a) During this time, the Dean or designee will administer the "Student Evaluation of Instruction" forms in all the faculty member's classes each quarter during the first probationary contract year and at least one quarter per year for the remaining contract years of probation. The results will be shared with the faculty member



in a composite format to be used as necessary for the improvement of teaching. In keeping with Section 9.02 (a), the Dean or academic administrator above Chair level has a responsibility to meet with the probationary faculty member and to review the results of the Student Evaluations. The Dean or designee may also administer these forms in other terms.

- (b) There will be at least one classroom and/or laboratory and/or clinical observation per term by the Dean or academic administrator above Chair level for the first probationary contract year and at least one per year for the remaining contract years of probation. In addition, the Dean, academic administrator above Chair level, or the probationary faculty member may ask a non-probationary faculty member to observe and complete the "Classroom Observation" process. This non-probationary faculty member must be mutually acceptable to the probationary faculty member and the Dean or academic administrator above Chair level. Each observation will be followed by a written evaluation using the "Classroom Observation" form and a conference between the observer, the Dean or academic administrator above Chair level and the probationary faculty member. The "Classroom Observation" form will include space for the probationary faculty member's comments and will be signed by the observer, the Dean or academic administrator above Chair level, and the probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the "Classroom Observation" form, will be determined as necessary in a cooperative manner and implemented as quickly as possible by the probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Dean or academic administrator above Chair level, and the probationary faculty member, with a copy for each.
- (c) The Dean or academic administrator above Chair level, will evaluate the probationary faculty member's performance each term in the first year and on an annual basis in subsequent years using input from the "Student Evaluation of Instruction," classroom observation(s), and input from program director and/or Chair. A written summative evaluation will be completed which provides methods of teaching improvement and a professional development plan, as well as goals for the following academic year, and determination of continued employment. Space will be provided for the probationary faculty member's comments, and will be signed by the Dean, probationary faculty member, and Chief Academic Officer. The probationary faculty member will receive a copy of the student evaluation of instruction, classroom observation, and written summative evaluation. The Chief Academic Officer will forward final documents to Human Resources.

#### Section 9.04 Non-Probationary Contracts

- (a) All subsequent years of employment after the probationary period will be considered non-probationary. Non-probationary faculty will receive three-year contracts.
- (b) Any recommendation to non-renew a non-probationary faculty's contract will be made by the Dean to the Chief Academic Officer. Such non-renewal must be based on just cause. Written notice of non-renewal of contract must be received by the non-probationary faculty member and the NCSFA-AAUP no later than 90 days preceding the expiration of their current contract. It is expected that Section 9.05 of this article will be followed.

#### Section 9.05 Evaluation of Non-Probationary Faculty

- (a) The Dean or designee will administer "Student Evaluation of Instruction" forms in all the faculty member's classes at least one term per 3-year contract. The results will be shared with the faculty member in a composite format to be used as necessary for the improvement of teaching. The Dean or designee may also administer these forms in other terms.
- (b) During the year immediately preceding the notification date for renewal or non-renewal of the faculty

member's contract, there will be at least one classroom and/or laboratory and/or clinical observation by either the Dean or academic administrator above Chair level. (Observations may also occur during other times if determined to be necessary by the Dean or, or the Chief Academic Officer, or if requested by the non-probationary faculty member.). The observed non-probationary faculty member may also ask a fellow non-probationary faculty member to conduct an observation. Each observing non-probationary faculty member must be mutually acceptable to the observed non-probationary faculty member and the Dean or academic administrator above Chair level. Each observation will be followed by a written evaluation using the "Classroom Observation" form and a conference between the observer, the Dean or academic administrator above Chair level, and the non-probationary faculty member. The "Classroom Observation" form will include space for the observed non-probationary faculty member's comments and must be signed by the observer, the Dean, or academic administrator above Chair level, and the observed non-probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the "Classroom Observation" form, will be determined as necessary in a cooperative manner and implemented as quickly as possible by the non-probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Dean or academic administrator above Chair level, and the non-probationary faculty member, with a copy for each.

- (c) The Dean or academic administrator above Chair level, will evaluate the non-probationary faculty member's performance once every three years using information from the "Student Evaluation of Instruction" and classroom observation forms, and input from program director and/or Chair. A summative evaluation will provide methods of teaching improvement and a professional development plan if necessary, as well as goals for the following academic year, and determination of continued employment. Space will be provided for the non-probationary faculty member's comments, and will be signed by the Dean, Academic administrator above Chair level, the non-probationary faculty member, and Chief Academic Officer. The non-probationary faculty member will receive a copy of the "Student Evaluation of Instruction," classroom observation, and the summative evaluation. The Chief Academic Officer will forward final documents to Human Resources.
- (d) Any recommendation not to renew a non-probationary faculty member's contract will be made by the Dean to the Chief Academic Officer. Clear documentation that demonstrates just cause must be provided showing that the non-probationary faculty member has been performing unsatisfactorily the duties as outlined in the faculty position description, and Article XXI, Faculty Workload, of this agreement, has been advised of the situation, has been given assistance and adequate time to improve, and has failed or refused to do so. Notice of non-renewal of contract or utilization of section (e) below must be received by the non-probationary faculty member no later than 90 days preceding the expiration of the current contract.
- (e) If the Chief Academic Officer has sufficient documentation to not renew a non-probationary faculty member but has seen last minute evidence of improvement and would like to give the faculty member a final chance, the Chief Academic Officer will, on or before 90 days prior to the contract expiration with the faculty member's knowledge and written acceptance, postpone the decision regarding renewal of contract until thirty (30) days prior to the contract expiration. On or before this date, the faculty member and the NCSFA-AAUP will be notified as to the status of employment. If the faculty member's contract is renewed, it will be on a probationary status for one year, at which time the faculty member will either be returned to non-probationary status or non-renewed.

#### Section 9.06 Voluntary Separation of Employment

Faculty members will notify the College upon voluntary termination of employment. They will give notice in writing of their intent to resign to the Chief Academic Officer with a copy to the Dean, no less than three months before the termination of services.

Section 9.07 Evaluation Policy/Forms

The current evaluation policy and forms identified in this article will remain in place until such time as the Faculty Caucus and Administration mutually agree to new policy or forms.

## **Article X. NCSFA-AAUP Business and Operations**

Section 10.01 As the officially designated bargaining representative of the faculty, the NCSFA-AAUP shall have the rights of reasonable access to College services and facilities to transact official business as follows:

- a) Use of and access to College classrooms and equipment subject to availability and regular scheduling practices. Use of facilities and equipment shall not interfere with classroom instruction and shall not interrupt other operations of the College. If the use of any facility or equipment results in additional costs to the College, NCSFA-AAUP shall reimburse the College for costs at the same rate and conditions consistent with College practices.
- b) Use of the college's electronic mail system, faculty member mail boxes and inter-office mail service for communication with faculty members.
- c) The NCSFA-AAUP President will be provided a private faculty office with a locked door, desk, computer, and file cabinets. A designated mailbox will also be provided.
- d) Use of a College designated bulletin board in each of Fallerius Technical Education Center, Health Sciences Center, Kee Hall, Bromfield Hall, and Kehoe Center for Advanced Learning. The NCSFA-AAUP will be responsible for physically maintaining these bulletin boards.
- e) NCSFA-AAUP will be given the opportunity to make announcements during academic division meetings.
- f) The College will notify the NCSFA-AAUP President with contact information at the time of hire of new faculty. The Human Resources Office will provide all new full-time faculty with a copy of the current CBA.

## **Article XI. Personnel Files**

Section 11.01 There will be established and maintained one official personnel file on each faculty member. This file will be maintained in the Office of Human Resources.

Section 11.02 Access to the official personnel file shall be available during regular business hours to the faculty member and/or representative upon request to the Director of the Office of Human Resources or designee. The review of such personnel file shall be in the presence of the Director of the Office of Human Resources or designee. Neither the file nor any part thereof shall be removed from the College's offices.

Section 11.03 Faculty shall be informed of any complaint by a student or member of the public which is directed toward them and which will become a matter of record.

Section 11.04 Anonymous letters or materials shall not be placed in the faculty member's file nor shall they be made a matter of record. Each faculty member shall have the right, upon request, to review the contents of the personnel file. A representative of the NCSFA-AAUP may, at the faculty member's request accompany the member to such a review.

Section 11.05 Each faculty member shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information contained in the file. Each faculty member shall also have the right to request in writing that such disputed materials be removed from the file. Such a request shall specifically identify the material objected to and the basis of the dispute. When such a challenge is made, a reasonable investigation of the disputed information shall be conducted by the Chief Academic Officer or designee. Any determination will be made by the Chief Academic Officer or acting Chief Academic Officer. Any information which cannot be verified or is found to be inaccurate by the College will be deleted.

Section 11.06 Should it be determined that the disputed information should not be removed, the faculty member will be permitted to include in the file a written statement of position and a notation that protests that the disputed information is inaccurate, irrelevant, or incomplete.

Section 11.07 The faculty member may be charged actual cost for any copies of materials placed in or requested from the personnel file.

## **Article XII. Faculty Support/Work Environment**

### Section 12.01 Support Services

- a) Copying facilities shall be available to faculty for reasonable academic purposes. Material submitted for copying shall be copied according to procedures established by the College Administration.
- b) Within the limits of available space and resources each full-time faculty member shall be provided with suitable office space, supplies and equipment, computer, intranet and internet network access, and other appropriate/necessary technical/clerical support.
- c) Faculty shall have 24-hour access to all necessary buildings.

### Section 12.02 Work Environment

Prior to changes made to any assigned faculty office space, lab space or classroom area, that result in substantive changes in needs of the faculty, the faculty members affected by this change will be consulted. After two attempts to reach the faculty member affected by telephone as well as the provision of an electronic message, if no response from the faculty member is forthcoming the assignment change may be instituted without consultation.

## **Article XIII. Distance Learning**

### Section 13.01 Mutual Interest in Distance Learning

- a) The parties recognize that advances in technology may allow for the development of technologically innovative methods of instruction, including but not limited to, electronic methods of instruction through live or recorded audio and/or visual presentations and material using direct signal or cable, transmission by telephone lines, fiber optic lines, digital and/or analogue video tape, audio tape, CD-ROM, Internet, E-mail, or other electronic means now known or hereafter developed.
- b) The College and the NCSFA-AAUP recognize the value of such technologically innovative methods of instruction and agree that there is mutual interest in further developing these alternative techniques for reaching a broader spectrum of the potential students in the community. Faculty are encouraged to participate in developing and delivering courses using EMI, and the College will endeavor to support the faculty members who wish to incorporate innovative alternative technologies in their pedagogical

approach. Any decision for development of such courses shall be made in collaboration with the full-time faculty.

If a faculty member leaves academic employment at the College for any reason, including retirement, the faculty member shall retain the right to use all the distance learning courses that the faculty member developed. The faculty member can use these distance learning courses in any and all future endeavors including future employment.

## **Article XIV. Emeritus**

**Section 14.01 Qualifications:** Any full-time employee of North Central State College who has completed at least ten years of service to the College as a full-time classroom instructor and who has achieved the rank of Assistant Professor, Associate Professor, or Professor is eligible to be considered for the title of Professor Emeritus.

**Section 14.02 Process:** At the time of retirement, the retiree shall be notified of their right to petition for emeritus status. A request by the faculty member or a recommendation made on behalf of the faculty by any person in the administrative chain or any member of the faculty may be considered at the time of the announcement of the employee's retirement from the College or anytime thereafter, providing the retirement is in accordance with the provisions of the State Teachers' Retirement System. The process for approval shall consist of nomination, with the consent of the individual, approval of the faculty of the division of principal appointment, and recommendation of the Dean of the division, Chief Academic Officer and the President. The President will forward the request to the Board of Trustees for their action.

**Section 14.03 Rights and Privileges:** Any employee who is awarded the rank of Professor Emeritus shall be eligible to receive the following:

- (a) Formal recognition by the President of the College at a commencement service following the approval of the award by the Board of Trustees.
- (b) The privilege to use the title, Professor Emeritus of North Central State College.
- (c) A listing in the College's catalog and other appropriate publications as Professor Emeritus.
- (d) Issuance of a College ID Card indicating the retired faculty member's emeritus status.
- (e) Parking in an employee designated parking area on a space available basis.
- (f) Use of an office and/or laboratory facility on a space available basis and subject to the approval of the Chief Academic Officer.
- (g) Use of the College's network facilities as available during open labs.
- (h) Use of the facilities and services of the Campus Library during normal hours of operation.
- (i) Tuition-free access to courses offered by the College dependent upon each course selected having enough paying registrants.
- (j) The same discounts through the Campus Bookstore as are available to full-time faculty.
- (k) Employee discounts on tickets for campus sponsored and hosted events.
- (l) Placement on the College's mailing list for receipt of all appropriate mailings and placement on the

invitation list for all College functions.

(m) The privilege to march in academic procession.

(n) The same access to the Campus Recreation Center as available to full-time faculty.

## **Article XV. College-Related Travel and Other Reimbursable Expenses**

Section 15.01 The College shall reimburse faculty for pre-approved travel expenses incurred while:

- (a) Attending professional conferences and meetings
- (b) Attending programs involving faculty development
- (c) Participating in scholarly activities away from campus
- (d) Conducting official College Business

Section 15.02 Mileage shall be reimbursed at a rate in accordance with IRS guidelines.

Section 15.03 Application for travel funds shall be made as early as possible to the Dean/designee. A request for reimbursement shall be made in accordance with Policy/Procedure No. 3357:13-17-261, Date: May 27, 2011. There will be no changes to this Policy/Procedure as it relates to faculty members without prior consultation with the Faculty Caucus.

## **Article XVI. Professional Development Fund**

Section 16.01 The purpose of the Professional Development Fund is to afford each faculty member the opportunity to improve scholarship, teaching, and/or service in pursuit of goals of the College. Both the NCSC administration and NCSFA-AAUP recognize the importance of continuous improvement in the skills and accomplishments of the faculty in these areas.

Section 16.02 Each fiscal year including the first year of the contract, the College will annually allocate by department, a sum equal to \$1,200 per faculty member within each department for professional development. Department is defined as the academic discipline within which the faculty member teaches (e.g., PTA, RAD, RT, SCI, ENG, SPE, HUM, etc.). The purpose of these funds is to fund activities above and beyond any College-mandated professional meetings or conferences, which will be funded by the College using other resources. Professional development funds are subject to approval of the Dean/designee with the intent that each faculty member has access to those funds. Unused funds, to a maximum of one-half of the annual allocation, shall accumulate from one year to the next to a maximum of three (3) years. Each department shall receive an annual report of the status of unused funds. This notification will occur no later than the first term of teaching after the start of the fiscal year. Nothing herein precludes or requires additional funds from being contributed by the administration.

Section 16.03 The College shall pay the fee required by the state board for obtaining or renewing any license, registration or certification that a unit member must hold as a condition of employment by the College. The College shall not pay the fee required by the state board for obtaining any license, registration, or certification for new hires; however subsequent renewals will be paid.

Section 16.04 The College shall pay for the cost of annual dues to a maximum of \$200.00 per person for membership by that employee in professional organizations related to the subject matter area in which the employee is responsible for instruction, if the employee submitted a request in advance for approval, identifying the organization and the amount of dues and the College approved it. In those instances when a faculty member is required to join in order for the College to maintain accreditation, the College shall pay the full amount. Such costs

for the purposes outlined in 16.03 and 16.04 will be subject to approval of the Dean/designee. Funding for the activities listed in 16.03 and 16.04 shall not come from 16.02 Professional Development funds.

## **Article XVII. Benefits: Insurance**

### **Section 17.01 Health/Rx, Dental, and Vision Insurance**

The College will provide a Health/Rx, Dental and Vision Insurance plan for members of the bargaining unit. For the academic year 2011 – 2012, the College will pay 87% of the Health/Rx, Dental and Vision insurance premium per faculty member and the faculty member will pay 13% of the Health/Rx, Dental and Vision insurance premium. Premiums are subject to Section 125 of the Internal Revenue Code which allows employees to pay their portion of the insurance on a pre-tax basis. Academic year 2012 – 2013 and 2013 – 2014 levels will be reopened for negotiations.

During the term of this Agreement, the College and NCSFA-AAUP agree to continue to study cost-saving measures regarding health insurance coverage. An insurance committee will be established and shall consist of three (3) faculty representatives from the NCSFA-AAUP, three (3) representatives from the College staff and three (3) representatives from the administration. The Director of Human Resources or designee shall serve as facilitator. The insurance committee will meet a minimum of six (6) months prior to the renewal of the College's employee group health insurance plan and at other times as is necessary. Meetings may be called by the facilitator or jointly by at least four (4) insurance committee members. A valid meeting of the insurance committee will include attendance of at least two (2) insurance committee members from the faculty, two (2) from the College staff and two (2) from the College administration. The insurance committee will report findings and make recommendations for any changes to the President of the College.

### **Section 17.02 Term Life /Accidental Death & Dismemberment Insurance**

The College will provide Term Life/Accidental Death & Dismemberment Insurance for faculty members. The College will pay 100% of the Term Life/Accidental Death & Dismemberment Insurance premium. The amount of coverage is two times the faculty member's salary up to a maximum of \$220,000.

### **Section 17.03 Long Term Disability Insurance**

The College will provide Long Term Disability Insurance for faculty members. The College will pay 100% of the Long Term Disability Insurance premium. After a 90-day waiting period the faculty member would begin receiving 60% of salary to a maximum of \$3,000 per month.

### **Section 17.04 Voluntary Life Insurance**

The College will provide a supplemental term life insurance program for faculty members. The monthly premiums will be paid 100% by the faculty member. New faculty may apply for supplemental term life coverage within 31 days of the date of their employment.

### **Section 17.05 Professional Liability Insurance**

The College will provide Professional Liability Insurance for faculty members. The College will pay 100% of the Professional Liability Insurance premium. The limit of liability is one million dollars per occurrence (\$3 million aggregate). Faculty teaching in the health programs are covered additionally in teaching situations both on and off campus with the same limit of liability.

### **Section 17.06 Adjustments to Benefit Levels**

The current insurance benefit levels will be maintained unless the parties agree to modify benefits through collective bargaining.

## **Article XVIII. Benefits: Non-Insurance**

### **Section 18.01 Bookstore Discount**

Faculty members shall receive a 10% discount on merchandise and books. Discount is subject to and contingent upon agreement with independent operator of bookstore.

### **Section 18.02 Employee Assistance Program**

The College shall make available an Employee Assistance Program to provide problem clarification, treatment resource referrals, and crisis intervention for those experiencing personal or medical/behavioral problems, including but not limited to, psychological or emotional problems, alcoholism or drug dependencies, marital or family difficulties, some medical conditions (including those related to stress), and some financial problems.

### **Section 18.03 Flexible Spending Account**

Faculty shall be eligible to participate in the Flexible Spending Account program as provided by the College for all full-time employees up to College designated maximums.

### **Section 18.04 Graduation Regalia**

The College will provide 100% of the cost for graduation regalia for all faculty for commencement.

### **Section 18.05 Holidays**

Faculty will receive the following days off as holidays when working on their regular contract during the term during which the holiday falls:

New Year's Day	Falls during Winter break
Martin Luther King's Birthday	Third Monday in January – no classes
President's Day	Observed the Wed. before Thanksgiving
Memorial Day	Last Monday in May – no classes
Independence Day	July 4 <sup>th</sup> or when observed – no classes
Labor Day	First Monday in September – no classes
Columbus Day	October 12th or when observed – no classes (applies to academic year 2011 – 2012)
Veteran's Day	November 11th or when observed – no classes
Thanksgiving	Thurs./Fri./Sat./Sun. of Thanksgiving week – no classes
Christmas	Falls during Winter break

### **Section 18.06 Academic Calendar**

All changes to the Academic calendar will involve input from the Faculty Caucus.

NOTE: Any changes to the calendar that impact the number of work days will be negotiated with the NCSFA-AAUP under the Workload Article of the CBA.

### **Section 18.07 Retirement**

All faculty shall become members of the State Teachers Retirement System (STRS) or Alternative Retirement Plan (ARP) under provisions of the Ohio Revised Code. The College shall contribute the employer's statutory share of each faculty member's salary into STRS or ARP. The College shall also deduct the faculty members' statutory share of salary into STRS or ARP on a pre-tax basis. Contribution levels shall be in compliance with and



determined by STRS.

If any change occurs from the existing STRS contribution structure (currently 10% faculty member/14% College) which equally shifts any obligation from the College to the faculty, then the College shall pay the faculty member's contribution share by this equal amount. (For example, if the State were to modify the respective obligations to 12% faculty and 12% College, then the College would increase faculty contribution by 2%, effective with the day of such pension change. In the event the State was to increase only the faculty's obligation without any reduction of the College's obligation, then this provision would not apply.)

#### Section 18.08 Tax Deferred Annuity Programs

The Payroll Department will payroll deduct qualified tax deferred annuity programs for faculty who elect to participate in a plan. New vendors shall only be designated when the number of participants is equal to at least one per cent of full-time employees or at least five employees, whichever is greater.

#### Section 18.09 Tuition Remission

The College will remit instructional fees for faculty and immediate family for credit and non-credit courses taken at the College in the following manner:

- (a) For credit courses, the College will pay instructional, contact hour and general fees. All other fees will be non-remitted. Employees and/or immediate family members in a credit course(s) are entitled to the same enrollment consideration as any other student of the College.
- (b) For non-credit courses, the College will pay instructional and general fees providing that space is available and that the non-credit/community service course(s) are adequately funded from sources other than tuition remission.

#### Section 18.10 Tuition Reimbursement

The College shall reimburse a portion of tuition for all faculty who pursue additional education outside of the College. Reimbursement will be drawn from an annual budget allotment of no less than \$50,000 provided for all employees of the College. Faculty seeking additional education will receive an equal share of all funds in the allotment. Course work must be taken at an accredited college or university. Reimbursement will be granted at the end of the fiscal year.

#### Section 18.11 Tuition Reimbursement for Mandated Education

If the College requires a currently employed faculty member to pursue education (for example to satisfy accreditation requirements in a program) the College shall reimburse 100% of the tuition for the mandated education. This provision does not apply to faculty members initially hired with a condition of employment to complete education within a specified time period.

#### Section 18.12 Vaccination/Immunization/Screenings

The College shall provide, at no cost to the faculty, program specific vaccinations/immunizations/screenings mandated by state law or required by affiliated clinical facilities.

## **Article XIX. Rehiring of Retired College Faculty**

Section 19.01 No commitment, verbal or written, regarding rehire may be made by any College employee to the retiree regarding intent to rehire until conclusion of the search process. A faculty member who has officially retired under STRS or ARP may apply and be considered for rehire in accordance with the following provisions and in

accordance with STRS or ARP guidelines:

- (a) The retiree may apply for any position to which they are qualified.
- (b) Qualified candidates shall be selected according to the guidelines of Article VII, Governance, Section 7.03. The retiree shall be considered as an external candidate.
- (c) If the retiree is selected:
  - (i) compensation will be calculated in compliance with policy and determined in the same manner as any other new-hire coming from outside the College.
  - (ii) they shall be eligible for the same salary adjustments as comparable faculty.
  - (iii) Retirees shall not accumulate seniority.
  - (iv) sick leave accrues from the new hire date.
  - (v) retirees are not eligible for sick leave pay out at subsequent retirement or termination.
  - (vi) retirees shall only receive one-year probationary contracts. Retirees shall not be eligible for a non-probationary contract.
  - (vii) if eligibility requirements are met, life insurance shall be provided according to the policy in effect at that time.
  - (viii) retirement contributions shall be made by the employee and the College according to the guidelines set forth by the state retirement system.
  - (ix) standard new-hire procedures (i.e. paperwork, computer access, keys, parking tags) shall be followed.

## Article XX. Faculty Rank

Section 20.01 All full-time faculty will be ranked immediately upon hiring according to the following:

RANK	SPECIAL REQUIREMENTS	POINTS (see section .02)
Professor*	Twelve education points minimum	32 and up
Associate Professor*	Nine education points minimum	24 - 31
Assistant Professor	Six education points minimum	16 - 23
Instructor	Three education points minimum	3 – 15

\* In no case shall a faculty member achieve the rank of Associate Professor or Professor without having at least three (3) full-time Academic Years at North Central State College for all currently employed NCSC employees seeking promotion to this rank.

Section 20.02 Points are awarded as follows:

- (a) Work related to teaching field – full time for one year (1 point per year)

- (b) Teaching or academic administration full-time for one academic year below post-secondary (1 point per year)
- (c) Teaching or academic administration part-time for one academic year at or above post-secondary level (1 point per year)
  - (i) NOTE: Cannot receive more than one point per year, cannot overlap a full-time job with a part-time job in the same year, and cannot overlap going to school with a part-time job unless the distinction is made very clear.
- (d) Teaching or academic administration full-time for one academic year at or above post-secondary (2 points per year)
  - (i) NOTE: Cannot receive more than two points per year.
- (e) Education points are awarded as follows:
  - (i) Primary degree (highest ONLY may be used):
    - 1) Associate = 3 points
    - 2) Bachelors = 6 points
    - 3) Masters = 9 points
    - 4) Doctorate (including Juris Doctorate) = 13
  - (ii) Certificates related to teaching field (1 point each)
    - 1) Certificates include Certified Data Processor, Professional Engineer, Certified Public Accountant, Certified Safety Professional, Professional Computer, Registered Nurse, Registered Radiographer, Registered Respiratory Therapist, Occupational Therapist Licensure, Physical Therapy Licensure, Apprenticeship Certificate, Current Ohio Teaching Certificate, Society of Human Resource Management, Certified Bookkeeper and other certificates as may be appropriate.
    - 2) A second degree at the same level as highest in Section 20.02(e)(i) is awarded 2 points.
  - (iii) Additional post-secondary education is awarded as follows:
    - 1) 45 quarter credits = 1 point (1 credit = 1/45 point)
    - 2) 30 semester credits = 1 point (1 credit = 1/30 point)
    - 3) 45 CEUs = 1 point (1 unit = 1/45 point)
    - 4) 450 hours attendance at conferences/workshops/seminars = 1 point (10 hours = 1/45 point)

Section 20.03 Faculty wishing to be re-evaluated should ensure their personnel file contains the latest information and must submit their written request for re-evaluation to the Chief Academic Officer via their divisional Dean.

Section 20.04 No currently employed faculty member shall have their rank reduced as a result of changes implemented to the rank calculation system in the 2011 CBA.

## **Article XXI. Faculty Workload**

Section 21.01 Faculty Load

As professional educators, the faculty of North Central State College are committed to providing learner-centered opportunities and institutional support to allow North Central State College students to make the most of their abilities and resources in order to meet their educational, career and life goals.

As professional educators, faculty perform a variety of activities in a pattern that differs from day to day, week to week, and term to term. Faculty endeavor to provide opportunities and support for students to learn through their commitment to excellent facilitation of learning; student, institutional and community service; and their own professional development.

An academic "hour" is defined as 50 minutes.

To meet this commitment the following load is assigned to faculty at North Central State College.

The on-campus/off-campus faculty workload is expected to reflect a 40 hour work week that includes the following:

- 15 credit or 18 contact hours of direct facilitation of learning
- 18 to 21 hours of classroom support\* and institutional support\*\* with active faculty participation in each support area.
- 4 office hours (in-person or virtual) or a combination of both with the approval of the Dean.

\*Classroom support includes any activities used to facilitate learning in assigned courses, which may include, but is not limited to:

- Preparing lectures
- Reviewing lectures
- Grading
- Keeping current on course material through books, journals, and websites
- Interacting with students at times other than scheduled office hours in support of learning activities
- Preparing labs
- Maintaining labs
- Preparing assignments
- Preparing and administering evaluation tools
- Maintaining course syllabi
- Maintaining course outlines
- Maintaining course objectives
- Creating and reviewing course materials used
- Participating as a Course Coordinator
- All other activities that enable the faculty member to provide learner-centered activities to meet the student outcomes of the course
- Complete course and program assessment activities

\*\*Institutional Support Activities may include, but are not limited to:

Committees:

- Serving as the Chair of a committee
- Serving as a committee member

Meetings:

- Attend department meetings
- Attend division meetings
- Attend advisory committee meetings

Other:

- Participating in student recruitment for individual programs and the College as a whole

- New program development
- Major course revision
- Assisting with activities for the recognition of the College/College programs
- Represent the College on a community agency or board
- Attending and assisting with graduation
- Attending other College activities
- Tutoring in the SSC
- Mentoring a new faculty member
- Writing grant proposals
- Working on a special project
- Assisting with program reviews
- Assisting with accreditation activities (both for an individual program and for the College)
- Assisting with technology development, review, and revision
- Assisting with non-credit course development
- Assisting with Corporate testing and evaluation

Community Service:

- Volunteering to serve a community organization
- Speaking at an area organization
- Being on an area agency's advisory committee
- Working collaboratively with an area agency

Personal/Professional Development:

- Participating in professional development days (on-campus)
- Attending off-campus workshops and conferences
- Being licensed/certified by professional organizations
- Serving on a committee/board of a related professional organization
- Presenting at a conference
- Authoring an article

Quarter System: 15 credit or 18 contact hours of faculty "direct facilitation of learning" workload is an average per quarter. Normally the faculty member will be paid overload pay for hours above this at a rate of every load hour above the 15 credit/18 contact being credited as one overload hour. However, load is calculated quarterly and the real goal is a yearly (contract year) average of 15 credit/18 contact hours/week. Therefore, faculty may use overload hours in one quarter to cover shortages of work load in another quarter. This will be maintained under the faculty member's supervisor's direction. Any exceptions to this must be approved by the Chief Academic Officer.

When a faculty member has the required base teaching load in any quarter, they may refuse the assignment of additional hours.

Semester System: 15 credit or 18 contact hours of faculty "direct facilitation of learning" workload is an average for fall and spring semesters. Normally the faculty member will be paid overload pay for hours above this at a rate of every load hour above the 15 credit/18 contact being credited as one overload hour. However, load is calculated on a semester basis, and the real goal is a yearly (contract year) average of 15 credit/18 contact hours/week for the fall and spring terms. For those faculty on a twelve-month contract, summer load will be defined as 10 credit/12 contact hours. For the purposes of calculating any load arrangements, either credit hour or contact hour will be used, depending on what is of the greatest benefit to the faculty member. When a faculty member has the required base teaching load in any term, that faculty member may refuse the assignment of additional hours.

If the initial schedule assigned to a faculty member is less than the base teaching load, they may be assigned an additional course or courses for which they are qualified to bring them up to at least the minimum teaching load.

In the event a faculty member has less than the base teaching load and no course is available to assign to the faculty member to bring the load to the minimum, at the option of the faculty member in consultation with their supervisor

and with the approval of the Chief Academic Officer: 1.) Other duties may be assigned to the faculty member that are consistent with their employment status, such as curriculum development or institutional research activities, to bring the faculty member to minimum load. Such assignment will be two clock hours per week for each contact hour per week, or: 2.) Unit members may “bank”/utilize overload hours one quarter to cover work load shortages in another quarter within the same contract year. When unit members on nine month contracts teach during their non-contracted quarter, those hours may also be banked to cover work load shortages in another quarter within the same contract year. This banking of load hours will be maintained by the unit member’s supervisor, or 3.) If there is reasonable assurance that within the remaining quarters of the academic year, sufficient teaching assignments will be available to cover the deficient hours, the faculty member may elect to waive the 15 credit or 18 contact hour limitation and teach the deficient number of hours in a subsequent quarter over the required base load at no extra compensation in lieu of the assignment of other duties.

When a faculty member’s full-time teaching load includes a number of separate course preparations that exceeds 9 during a three-quarter academic year or 12 during a four-quarter academic year, the faculty member shall receive one load hour per course preparation above that number. Under this provision, a “course preparation” counts only if it is three credit hours or more or consists of several courses making up three credit hours or more that are combined and called a single course preparation. A faculty member’s full-time base teaching load in any given quarter (as opposed to their overload) shall always be constructed to consist of the smallest possible number of preparations.

When the College moves to a semester system, the following calculation goes into effect: When a faculty member’s full-time teaching load includes a number of separate course preparations that exceeds 6 during a two-semester academic year or 9 during a three-term academic year, the faculty member shall receive one load hour per course preparation above that number. Under this provision, a course preparation counts only if it is three-credit hours or more or consists of several courses making up three credit hours or more that are combined and called a single course preparation. A faculty member’s full-time base teaching load in any given semester (as opposed to their overload) shall always be constructed to consist of the smallest possible number of preparations.

Complaints relative to the calculation of teaching load shall be discussed with the appropriate supervisor. Both the supervisor and the faculty member will attempt to reach mutual resolution. The faculty member involved may invite the NCSFA-AAUP to participate in the discussion. If no agreement is reached at this meeting, the faculty member will bring the matter to the attention of the NCSFA-AAUP and the Chief Academic Officer for resolution.

#### Section 21.02 Faculty Overload

The use of full-time faculty to teach overload courses can contribute in a number of ways to effective instruction. Most importantly, these contributions include greater consistency between day and evening offerings and expertise in both course content and teaching effectiveness. However, the amount of full-time faculty overload must remain reasonable and be linked to an evaluation process to help assure the quality and effectiveness of instruction.

In a term quarter when a faculty member is under contract to provide full-time instruction at the College, they may be teaching a course in which part of the hours move then to full load (15 credit hours or 18 contact hours), and the remaining course hours are overload. These overload hours are excluded from the restrictions outlined in the next paragraph.

When a faculty member is under contract to provide full-time instruction at the College, their overload will normally not exceed ten (10) credit hours or twelve (12) contact hours per quarter. All overload hours must have the approval of the faculty member’s Dean/designee. Any exceptions to these restrictions must be approved by the Chief Academic Officer.

In a quarter when a faculty member is not under a full-time teaching contract with the College, their teaching load (payable at the appropriate overload rate) will normally not exceed twenty-five (25) credit hours or thirty (30) contact hours during an eleven week session, or eighteen (18) credit hours or twenty-two (22) contact hours during an eight week session. All hours must have approval of the faculty member’s Dean/designee. Any exceptions to these restrictions must be approved by the Chief Academic Officer.

(See also Section 25.31 – Summer Term Load for 12-month Faculty.)

## Section 21.03 Special Load Calculation

Each hour of any teaching activity is counted as a full load hour (credit hour or contact hour) except for those listed below:

### Respiratory Therapy clinical education

- 1 load hour per 1 hour of clinical supervision of students each week for full-time faculty; when an adjunct and full-time faculty member must team teach a clinical, the adjunct faculty will receive .8 load hour per 1 hour of clinical supervision of students each week and the full-time faculty will receive .2 load hour for supervisory coordination.

### RES 245

- 1 load hour per student enrolled

### Radiology clinical education

- .8 load hour per 1 hour of clinical supervision each week

### Practicums

- .5 load hour per student per course

### Directed Practice

- 1 load hour per student per course

### Pharmacy Intensive Practicum (PHM 140)

- 1.5 load hour per student

### Open Lab

- .5 load hour per 1 hour of lab supervision each week

### Business Practicums & Consultation (BUS 200)

- .75 load hour per student

### Mechanical Design Project (MEC 291 and MEC 292)

- .5 load hour per student

### Cooperative Work Experience (IND 299)

- .5 load hour per student

### Electrical Maintenance Project and Field Experience (ELM 291, ELM 292, and ELM 299)

- .5 load hour per student

### Tool & Die Technology Project and Field Experience (TND 291, TND 292, and TND 299)

- .5 load hour per student

### Welding Technology Project and Field Experience (WLD 291, WLD 292, WLD 299)

- .5 load hour per student

### Video Course Management

#### (a) Video Course Development – local course development - “from scratch”

- (i) A faculty member who develops a video course from scratch shall be compensated credit or contact load hours equivalent to the credit hours of the course.

#### (b) Video Course Development – adaptation of externally licensed course

- (i) A faculty member who adapts an externally licensed course shall be compensated credit or contact load hours equivalent to 0.5 the credit hours of the course.

(c) Video Course Management

A bargaining unit member who manages a video course shall be compensated as follows:

1 to 2 credit hour course	.075 credit or contract load hour per student for the first 30 students and .05 credit or contact load hour per student for the 31st and above students.
3 credit hour course	.10 credit or contract load hour per student for the first 30 students and .075 credit or contact load hour per student for the 31st and above students.
4 to 5 credit hour course	.125 credit or contract load hour per student for the first 30 students and .10 credit or contact load hour per student for the 31st and above students.

Section 21.04 Instructional Days

- (a) Classes may be scheduled between 8:00 am and 10:50 pm; however, classes may begin as early as 7:00 am with the agreement of the faculty member. Unless a faculty member consents, no faculty member shall be assigned a schedule wherein any day's schedule ends more than twelve (12) hours after the time the faculty member is required to be on campus to start that work day. Nothing herein shall prevent a faculty member from accepting overload in excess of this limitation.
- (b) A faculty member shall have at least eleven (11) hours between the end of the last class on one (1) day and the start of the first class the following day. This provision does not bar a faculty member from voluntarily accepting a class that does not meet the eleven hour requirement.

Section 21.05 Clinical Ratios

- (a) Clinical ratios in the nursing programs (Associate Degree Nursing and Licensed Practical Nursing) are as follows:
  - (i) Maximum ratio of students to faculty in all clinical settings acute care hospitals: 8 students to 1 faculty.
  - (ii) Maximum ratio of students to faculty in all other settings: 10 students to 1 faculty.
  - (iii) Maximum ratio of students to faculty for initial medication administration experience: 5 students to 1 faculty.
  - (iv) Faculty members are not responsible to secure faculty for clinical positions. Faculty members have the right of first refusal for any clinical position that is above that faculty member's full-time teaching responsibilities.

Section 21.06 Office hours

Faculty members shall maintain four office hours per week when classes are in session. These office hours can either be virtual or in-person or a combination of both with approval of the Dean.

Section 21.07 Special Load Arrangements

No special load arrangements will be made between a faculty member and the administration without the NCSFA-



AAUP being consulted.

#### Section 21.08 Time Between Quarters

Faculty are not required to be on campus during the time between quarters.

#### Section 21.09 Workload Committee

No later than the 10 working days after ratification of this CBA, the parties agree to form a committee to enter into discussions to explore ways to more effectively define workload. The goal of this committee's work is to reach for a way to determine workload that ensures equity among faculty, given the wide variety of tasks involved (e.g., credit/contact hour load, credit for committee service, credit for dedicated academic advising, credit for multiple preps, etc.). The intent is to arrive at language by the end of Winter term 2012 that will be recommended to the negotiating teams so that the parties can prepare a tentative agreement to submit to the Board of Trustees and the NCSFA-AAUP membership for approval/ratification, which will be incorporated into the existing CBA in the form of an MOU to be implemented Summer term 2012. If agreement is not reached, current load policy will stay intact until renegotiated in the next CBA.

The committee will consist of no more than 4 faculty members and no more than 4 members of the administration. The faculty members of this committee will receive a total of 12 release hours in Fall term 2011, to be divided among them as they determine. At the end of Fall term, the entire committee will vote on whether to increase the number of release hours to be awarded to the faculty members on the committee during the Winter term 2012 from 8 to a maximum of 12 hours. If the majority of the committee votes to increase the hours, then the hours will be increased accordingly. If there is no majority vote to increase the hours, the faculty members will then decide how to distribute the remaining 8 hours.

## **Article XXII. LEAVES**

#### Section 22.01 Sick Leave

- (a) Each faculty member will earn one and one-quarter (1 ¼) days of paid sick leave per month (up to 15 days per calendar year) beginning with the first full pay period. For the 11-12 academic year, the maximum sick accrual shall not exceed 190 days; for the 12-13 academic year the maximum sick accrual shall not exceed 200 days; and for the 13-14 academic year the maximum sick accrual shall not exceed 210 days.
- (b) If for reasons which qualify for the use of sick leave, a faculty member is unable to discharge all of his or her responsibilities, either in person or virtually, including but not limited to regular or overload classes, labs, in-person or virtual office hours and meetings, the faculty member shall be charged with the use of one full sick day (8 hours). This includes use of sick days when faculty members are working in adjunct positions during their off-term.

If for reasons which qualify for the use of sick leave, a faculty member can only discharge part of their responsibilities including but not limited to regular or overload classes, labs, regularly scheduled office hours and meetings, the faculty member shall be charged with one half of one full sick day (4 hours). This includes use of sick days when faculty members are working in adjunct positions during their off-term.

In instances where the faculty member is teaching online and can demonstrate they completed a material part of the course online during a sick day (more than checking e-mail), that faculty member will only be charged 4 hours. The responsibility will remain on the faculty member to establish the completion of a material part of the course during the sick day.

In instances and for limited periods, where the faculty member is teaching in person, obtains prior approval

of the Dean, and can complete assigned teaching responsibilities in an alternative mode, use of sick time can be modified.

- (c) Accumulated sick leave shall not be transferred to the College from any other employment.
- (d) Notification of all absences due to sickness or disability shall be made to the Dean/designee. Written notification shall be made via the Request for Leave form prior to the absences when foreseeable or upon return if unexpected. Failure to provide the Request for Leave form within seven (7) calendar days of the date of return to work may result in the days being unpaid.
- (e) If absent for three (3) or more consecutive days, a certification of illness may be required from the attending physician. A physician's statement may be required in any event of sickness or disability absence if circumstances such as repeated absences warrant, at the sole discretion of the College.
- (f) Paid sick leave may also be used when illness in the family requires the attendance of the faculty member only until other arrangements can be made to care for the family member. Absences of this nature will normally be brief of one or two day's duration. Verification of such illness by presentation of a physician's statement may be required. Family member is defined as parent, spouse or child. Deviation from this definition may be granted at the sole discretion of the Chief Academic Officer (or acting CAO).
- (g) Length of service (seniority) will continue to accumulate during a leave of absence for sickness or disability. There shall be no accumulation of sick leave or paid holidays when the faculty member has exhausted accumulated sick leave.
- (h) Other employment while on sickness and disability leave will be cause for termination unless specifically approved in writing by the College as related to the faculty member's responsibility.
- (i) Employee and dependent tuition and fee waivers, in accordance with Board policy, will be continued during an authorized leave of absence.
- (j) Except for faculty members on FMLA leave, a faculty member on an unpaid leave of absence is responsible for the faculty member's entire insurance premiums.
- (k) Each faculty member with ten (10) consecutive years or more of full-time service with the College shall be entitled to payment based on the faculty member's rate of pay at retirement for thirty percent (30%) of the faculty member's accrued but unused sick leave at retirement up to a maximum of forty-three (43) FTE workdays or three hundred forty-four (344) work hours. An eligible faculty member must simultaneously retire from the State Teachers Retirement System or Alternative Retirement Plan and from active service with the College. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued at that time. Such payment shall be made only once. Confirmation of retirement shall be obtained from the appropriate retirement system.
- (l) No obligation rests with the College for returning a faculty member to work prior to expiration of the leave.

#### Section 22.02 Family and Medical Leave (FMLA)

Eligible faculty shall be entitled to a leave of absence under the Family and Medical Leave Act. The College shall grant such leave in accordance with the rules promulgated under the Act. Employees are entitled to twelve (12) weeks of FMLA for qualified reasons per rolling twelve (12) month period (measured backward from the date the leave commences) at their request or if required by the College. Group health benefits will be maintained during the leave period at the same level and under the same conditions as if the faculty member had continued to work in

accordance with the College's FMLA policy. Accrued and accumulated paid leave (sick and/or personal) for which a faculty member is otherwise eligible to receive will be applied concurrent with FMLA prior to going on unpaid FMLA.

#### Section 22.03 Personal Time

- (a) At times, situations not directly relating to physical health arise which require absence from the College. A leave for such reasons may be granted by the Dean as follows:
- (b) Those employed for at least 90 days may utilize up to 16 hours personal leave in any fiscal year for matters of a personal nature. This includes use of personal days when a faculty member is working in an adjunct position during their off term. No compensation for unused days will be provided upon termination of employment, nor will these days accumulate.
- (c) Personal time will be prorated based upon hire date as follows:

Hired between 7/1/XX and 11/30/XX	16 hours
Hired between 12/1/XX and 3/31/XX	8 hours
Hired between 4/1/XX and 6/30/XX	0 hours
- (d) A request for personal leave must be accomplished through a Request for Leave form. Requests not submitted to the Dean at least three (3) working days prior to the day absence is requested, except in the event of an emergency, may be denied.
- (e) The College and faculty will make reasonable attempt to cover or reschedule the affected area of responsibility if sufficient notice is given.
- (f) The Human Resource Office shall maintain a record of the balance of personal leave available to each employee.
- (g) Personal leave shall be taken in hourly increments.

#### Section 22.04 Jury Duty

- (a) Request for an absence due to court service must be accomplished through a Request for Leave form. It must be submitted to the Dean prior to the absence.
- (b) Court service is defined as a situation in which a faculty member is subpoenaed to appear in court as a witness or jury member but not as a defendant against criminal or civil charges, or through legal actions brought by the faculty member against others.
- (c) A faculty member subpoenaed for court service will not have the time away from work charged against personal leave and will not lose pay due to this absence. Court reimbursement of personal expenses such as transportation, parking costs, and meals made to faculty subpoenaed for court service need not be reported to the College. A faculty member excused or discharged from court service before the end of the normal scheduled work day shall report to work as soon as practicable following being excused or discharged.
- (d) No allowance of pay will be made if summoned to court as a result of an infraction against the law or paying fines unless the faculty member elects to take personal leave.
- (e) If serving as a jury member, interpreter, or as an expert witness for the prosecution, plaintiff, or defendant outside of normal scheduled work hours, and receiving compensation other than personal expenses for this service, the compensation will be retained by the faculty member.

- (f) If receiving any pay for court service while they would normally be working at their assigned position, the faculty member will submit the pay to the College and will in turn receive their normal pay from the College. The faculty member shall submit to their Dean a statement of income earned within five (5) working days of receipt of these funds.
- (g) If a faculty member receives any monies for court services and performance of these services fall outside of their contracted employment period, these monies will be retained by the faculty member.

Section 22.05 Bereavement

- (a) A request for a paid absence due to bereavement leave must be accomplished through the use of a Request for Leave form. It must be submitted to the Dean within seven (7) calendar days of the date of return to work.
- (b) Bereavement shall be granted as follows: up to five (5) days bereavement leave for the death of a spouse or child; up to four (4) days for the death of a parent, parent-in-law, brother, sister, or member of the same household and/or claimed as dependents for IRS purpose; up to two (2) days for the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, or nephew, and spouse's relatives (grandparent, grandchild, uncle, aunt, niece, and nephew).

Section 22.06 Military

- (a) Faculty members will be granted leave and compensation as required by state law for time on military service.
- (b) The faculty member shall submit to the Dean an order or statement from the appropriate military commander as evidence of such duty and income that will be or was earned.

Section 22.07 Extended Leave of Absence without Compensation

- (a) Faculty requesting an extended leave of absence must first complete and submit a Request for Extended Leave of Absence and a written statement as to the purpose of the leave to the Dean. Approval is only for the reason stated in the request and any change will require the submission of another request and its approval.
- (b) Upon receipt of the appropriate approvals, a leave will be granted for a period of up to twelve (12) months for an educational leave or professional development leave or for other personal reasons.
- (c) Such a leave of absence may be extended at the discretion of the Dean when a written request is received at least thirty (30) calendar days prior to expiration of the leave. Failure to comply with the time limits may result in a refusal to extend the leave. Those who do not return to work at the expiration of an extended leave of absence will be considered to have voluntarily terminated their employment at North Central State College.
- (d) Faculty with at least three (3) years of continuous employment at North Central State College may apply for extended leaves of absence without compensation. Upon expiration of the leave, the faculty member will be returned to the same or similar available position at North Central State College.
- (e) Length of service (seniority) will continue to accumulate during an extended leave of absence; however, employment while on such leave will be cause for termination unless otherwise specifically approved in writing by the Dean. Accrued sick days at the time of the leave will not be lost.

- (f) No accumulation of sick leave time or paid holidays will occur during an extended leave of absence. However, tuition and fee waivers as approved by the Board of Trustees will continue.
- (g) Faculty on an extended leave of absence must make arrangements for payment of all premiums for insurance coverage with Human Resources prior to such leave if they wish to maintain insurance coverage.
- (h) If the faculty member elects to return to work prior to the expiration of the leave, the faculty member must notify the Dean in writing not less than sixty (60) calendar days prior to the date of intended return. The right to return to work early is subject to availability of work in the individual job classification and employing unit.
- (i) No obligation rests with the College for returning a faculty member to work prior to expiration of the leave.

Section 22.08 Short-term Professional Leave

Faculty members may apply to their Dean for short-term leave for the purpose of attending meetings, workshops, conferences, residencies, short courses and other appropriate activities related to the faculty member's work.

**Article XXIII. Fair Share and Dues Check Off**

Section 23.01 The College will deduct regular union dues, fees, fines, and assessments established under the terms of the NCSFA-AAUP Constitution, using payroll deduction for the NCSFA-AAUP members. No member of the bargaining unit shall be required to become a member of the NCSFA-AAUP as a condition for securing or retaining employment at the College. For all employees hired after the date of ratification of this contract by the Board of Trustees, the College shall deduct from each employee covered by this agreement who is not a member of the NCSFA-AAUP a fair share fee, consistent with the NCSFA-AAUP lawful assessment, such assessment not to exceed the amount of regular union dues paid by members of the NCSFA-AAUP. Payments by members of the bargaining unit holding religious objections shall be governed by Section 4117.09 (C) of the Ohio Revised Code. The College shall access no charge upon NCSFA-AAUP for the administering of these deductions.

Section 23.02 Bi-weekly deductions will be remitted to the NCSFA-AAUP no later than the 7 (seven) days after the pay date together with a list of the bargaining unit members paying such dues or fees by payroll deduction.

Section 23.03 Upon written request from the College, the Association shall promptly provide to the College any information and documentation necessary for the College to satisfy itself that the Association is in compliance with all legal requirements regarding the implementation of this Article.

**Article XXIV. Discipline/Discharge**

Section 24.01 Just Cause

North Central State College's overall corrective action philosophy is to recognize the principle of just cause which provides for progressive discipline except when summary action is necessary and appropriate. In determining whether or not to impose discipline and the severity of such discipline, the College shall consider the severity of the faculty member's conduct and disciplinary record, as well as the faculty member's length of service with the College. Further the College believes that corrective action should be positive and constructive. Any discipline, which is defined as reprimand, suspension, demotion, or discharge shall be for just cause. The College and NCSFA-AAUP agree that discipline for just cause up to and including termination of a faculty member may be necessary from time to time. The objective of imposing corrective action is to correct behavior that adversely affects the work area, other employees, and/or the mission of the College.

Section 24.02 Corrective Action

- (a) Before taking any formal corrective action, the College Administration shall have an informal conversation with the faculty member in an attempt to reach an informal resolution, thus preventing the need for formal corrective action. The faculty member may choose to have 2 NCSFA-AAUP representatives present during this conversation.
- (b) When the College Administration has reason to believe an incident has occurred which might constitute grounds for discipline, it may conduct an investigation. If, after investigation, the Dean and Chief Academic Officer believe disciplinary action is warranted, discipline may be imposed on a faculty member, after advanced notice to the faculty member, and an opportunity for that faculty member to address the allegations, with the right to be represented by the NCSFA-AAUP (see Section 24.04, Due Process). Notification of any disciplinary decision and action will be provided in a timely manner to the affected faculty member and to the NCSFA-AAUP.
- (c) While recognizing that every expectation for appropriate conduct cannot be put in writing, the parties agree that it is helpful to provide illustration of serious misconduct which could lead to suspension or discharge. The following are illustrations of such misconduct:
  - (i) Serious violations of important College policies such as harassment, sexual harassment, and academic misconduct.
  - (ii) Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
  - (iii) Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
  - (iv) Unlawful possession or distribution of illicit drugs or controlled substances on campus.
  - (v) Illegally bringing or bearing firearms or other lethal weapons/devises on campus.
  - (vi) Intentional falsification of College records.
  - (vii) Material misuse or misappropriation of College equipment, materials, funds or other resources.

Section 24.03 Each incident will be evaluated on an individual basis.

Section 24.04 Due Process

- (a) In cases that may lead to written reprimand, suspension, demotion, and/or discharge, a bargaining unit member shall be given due process in accordance to the following procedure.
  - (i) Notice of Allegations

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be given to the faculty member and the NCSFA-AAUP Grievance Officer.
  - (ii) Conference

The Chief Academic Officer shall schedule a meeting to discuss the allegations. The Chief Academic Officer and the Dean/designee will meet with the faculty member and 2 NCSFA-AAUP representatives to discuss the charges against the faculty member and provide the faculty member with an opportunity to present the faculty member's side of the matter. This meeting shall be scheduled no sooner than five (5) workdays nor later than ten (10) workdays following receipt of the written notice of the allegations (unless extended by mutual agreement in writing by the

NCSFA-AAUP, the College, and the faculty member). At least three (3) workdays prior to that meeting, the faculty member and the NCSFA-AAUP shall be provided in writing the specific charge(s) and copies of documentation that support discipline and the specific basis(es) of those charges. This paragraph shall not limit consideration of information that is developed during the hearing process. If the matter is not resolved by mutual agreement at this meeting, the faculty member and the NCSFA-AAUP Grievance Officer shall be sent a written statement of the charges, and the discipline imposed, and copies of additional documents that support discipline. This notification will be provided within ten (10) workdays of the meeting.

(iii) Appeal

A faculty member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure.

## **Article XXV. Compensation**

No increase in compensation for Academic Year 2012. Academic Year 12-13 and Academic Year 13-14, reopen on Professional Growth for Educational Attainment (Section 25.20); Overload Compensation (Section 25.23); Salary for New Faculty (Section 25.24); Cost of Living Adjustment (2008 CBA Section 25.25); Retroactive Pay Adjustments (2008 CBA Section 25.26); Equity Adjustment Calculation (2008 CBA Section 25.27); and Benefits: Insurance (Article XVII).

### **Section 25.01 Pay Periods**

Faculty members shall be paid bi-weekly in twenty-six equal payments over a twelve-month period.

### **Section 25.02 Implementation of compensation adjustment**

Implementation of compensation adjustment goes into effect at the beginning of the faculty member's contract for any given academic year.

### **Section 25.03 Conversion of 9-month contract to 12-month equivalent**

When converting salaries from 9-month to 12-month, the 9-month base salary shall be multiplied by 1.33. When converting salaries from 12-month to 9-month, the 12-month base salary shall be divided by 1.33.

### **Section 25.04 Independent Study Compensation**

Full-time faculty members shall be paid \$67.00 per student per credit hour for directing a student's independent study course.

### **Section 25.05 Nursing Clinical Preceptor Instructor**

A faculty member who serves as a nursing (ADN or PN) clinical preceptor instructor will be compensated at the rate of 4.4 hours at the highest overload rate per student.

### **Section 25.06 Compensation for New Class Preparation**

A new class assignment within fourteen (14) calendar days of start of the term will be compensated at 1.5 load hours if the full-time faculty member has never taught the course. Example: 3 credit class would be paid 4.5 credit hours.

### **Section 25.07 Short-term Substitute Compensation**

Faculty members who substitute on a non-emergency (short-term) situation for another faculty member will be compensated at the overload rate for the number of substitution hours. Substitution assignments are voluntary and are made upon agreement of the faculty member.

#### Section 25.08 Long-term (Emergency) Substitute Compensation

Faculty members who are called upon to teach in emergency situations will receive two times their normal overload pay rate. An emergency situation will be deemed to exist when the scheduled instructor is unable to continue their assignment after the term has begun and for the duration of the term for any of the following reasons: approved sick leave, termination of employment, unexpected resignation, death, and active duty call up. Emergency pay rate is not applicable to subsequent terms. Substitution assignments are voluntary and are made upon agreement of the faculty member.

#### Section 25.09 Compensation for Lab Testing for Advanced Standing Placement

A faculty member who conducts advanced standing student lab skills testing outside of scheduled class time shall be compensated \$40 per student.

#### Section 25.10 Compensation for Creation, Administration and Grading of Credit by Examination

- (a) A faculty member who serves in any capacity of grading and/or administering credit by examination will be compensated as follows:
  - (i) Creation of exam: \$68
  - (ii) Administration and grading of exam: \$50
  - (iii) Lab skills testing: \$60

#### Section 25.11 Compensation for Reviewing Life Experience Credit

- (a) A faculty member who serves in any capacity of reviewing student requests for life experience credit shall be compensated as follows:
  - (i) Advisor: \$65
  - (ii) Reviewer: \$65
  - (iii) Supervisor of Learning Contract: \$65

#### Section 25.12 Compensation for part-time or overload non-teaching activities

- (a) Per hour compensation for part-time or overload non-teaching, special project activities performed by faculty members shall be at half the highest overload teaching rate.
- (b) Off - term or between-term attendance for committees and other assignments paid at half the highest overload teaching rate per Administration approval.
- (c) This section may be modified after review by the workload committee consistent with Section 21.09.

#### Section 25.13 New Course Development

It is understood that new course development is a role of faculty. It is also understood that new course development happens in a variety of ways. The faculty member shall obtain prior approval for new course development from the



Dean. Compensation will be based on the following:

- (a) Initial new course development will be compensated based on the number of load hours of the new course (e.g. 4 credit-hour class will receive 4 hours of load) and shall be completed within the term the compensation is provided. The formula for this compensation is as follows:
  - (i) 20% of compensation for preparing and presenting to the Curriculum Committee and insuring notification for the course to be placed on the Curriculum Worksheet and the Course Data Sheet.
  - (ii) 70% of compensation for a semester schedule of the course, complete study guides, lectures, and handouts.
  - (iii) 10% of compensation for development of the schedule for and the content of quizzes, tests/final, and papers/projects used in the evaluation of student mastery of the course content.

#### Section 25.14 New Web-based Course Development

New web-based College courses development is a role of faculty. The faculty member shall obtain prior approval for new web-based course development from the Dean. Compensation will be based on number of load hours of the new course (e.g. 4 credit class will receive 4 hours of load) and shall be completed within the term the compensation is provided.

#### Section 25.15 Program Director Compensation

- (a) For 9-month faculty, compensation for program direction positions will be 6 hours of load per term when under contract and 4 hours of load when not under contract.
- (b) For 12-month faculty, compensation for program director positions will be 6 hours of load per term and 4 hours of load for summer term.
- (c) A program director shall receive a one-time add-on to base of \$1,000 subject to removal upon termination of program director responsibilities.
- (d) Program Directors who oversee a formal program self-study accreditation/re-accreditation report, will be provided one (1) hour of load during the prior two (2) terms of the due date of the self-study.

#### Section 25.16 Program Coordinator Compensation

- (a) For 9-month faculty, compensation for program coordinator positions will be 3 hours of load per term when under contract and 2 hours of load per term when not under contract.
- (b) For 12-month faculty, compensation for program coordinator positions will be 3 hours of load per term and 2 hours of load for summer term.
- (c) A program coordinator shall receive a one-time add-on to base of \$500 subject to removal upon termination of program coordinator responsibilities.

#### Section 25.17 Clinical and Practicum Site Coordinator Compensation

Programs who have accredited-mandated clinical site and practicum coordinators, compensation for these positions will be 2 hours of load per term.

#### Section 25.18 Compensation for Student Organization Advising

Faculty who have duties of advising student organizations will be compensated at a rate of \$250 per quarter for four quarters or \$400 for Fall and Spring semesters and \$200 for Summer term during which the organization is active. Such student organizations must be sanctioned by National or State professional organization and approved by the Chief Academic Officer.

**Section 25.19 Faculty Mentoring and Adjunct Evaluation Compensation**

- (a) A faculty member who mentors a new full-time faculty member will receive one (1) load hour for the term, with approval of the Dean.
- (b) Faculty members will be given the opportunity, on a voluntary basis, to evaluate adjunct faculty. The evaluation process shall consist of, the policies and procedures agreed to by the Faculty Caucus and the administration in accordance with Section 9.07 (Evaluation Policy/Forms). Compensation for evaluation will be 4 hours at half of the top adjunct rate.

**Section 25.20 Professional Growth for Educational Degree Attainment**

- (a) Faculty shall receive professional growth increase to base salary for advancement of degree as follows:

From	To	Non-Market Impacted Discipline	Market Impacted Discipline
		Amount (9-mo. Equivalent)	Amount (9-mo. Equivalent)
No Degree	Associate's Degree	\$1,567.00	\$1,567.00
No Degree	Bachelor's Degree	\$3,134.00 (upon request by the faculty member, may receive \$1,567.00 upon 60% completion of coursework)	\$4,701.00 (upon request by the faculty member, may receive \$2,351.00 upon 60% completion of coursework)
Associate's Degree	Bachelor's Degree	\$1,567.00	\$3,134.00
Bachelor's Degree	Master's Degree	\$2,346.00 (upon request by the faculty member, may receive \$1,173.00 upon 60% completion of coursework)	\$4,147.00 (upon request by the faculty member, may receive \$2,074.00 upon 60% completion of coursework)
Master's Degree	Doctorate Degree	\$3,369.00 (upon request by the faculty member, may receive \$1,685.00 upon 60% completion of coursework)	\$3,369.00 (upon request by the faculty member, may receive \$1,685.00 upon 60% completion of coursework)

- (b) Compensation for degrees held at date of hire is considered part of the employment selection process and in the establishment of initial salary. Adjustments to salaries for professional growth resulting from completing identified degrees will be awarded only for degree completed after date of hire.
- (c) Adjustments to salary for professional growth will be implemented on the second pay following receipt of official supportive documentation by the College and receipt of authorization by the payroll office.
- (d) All degrees and credits must be from a regionally accredited (i.e. NCA) institution of higher education. One-quarter hour is equivalent to 2/3 semester hours.

- (e) Honorary degrees are not eligible for consideration.
- (f) Multiple degrees at the same level will be eligible for professional growth increase at the rate granted for professional certificates with a maximum of two (2) additional degrees.

**Section 25.21 Professional Growth for Professional Certifications**

- (a) Faculty members may receive professional growth increase for completion of prior approved professional certificates in the amount of \$600.00 per certificate added to the faculty member's current salary at the time of the certificate completion. Adjustments to salaries for completing approved professional certificates will be awarded only for those completed after date of hire.
- (b) Eligibility for professional growth increase for professional certificates will be determined by the Director of Human Resources in consultation with the Chief Academic Officer and appropriate Dean. The Chief Academic Officer shall present the findings and recommendations to the President for final approval.

**Section 25.22 Twelve month contract continuance**

Members of the bargaining unit who currently have twelve month contracts will continue in those positions with appropriate adjusted compensation. A faculty member with a twelve (12) month contract can be reduced to a nine (9) month contract only with notice of at least one academic year in advance. The NCSFA-AAUP will be consulted prior to the creation of any new twelve-month contract positions. Such consultations will occur at least three months prior to the start of a new academic year

**Section 25.23 Overload for full-time faculty**

- (a) Overload hours will be compensated at a rate per contact hour in accordance with the following

	2011-2012
Step I – 0 to 12 sections taught	\$31.00
Step II – 13 – 25 sections taught	\$33.50
Step III – more than 25 sections taught	\$36.00

- (b) All overload is voluntary.
- (c) Faculty who have taught at any regionally accredited college or university may submit to the Human Resources Office written documentation from the appropriate college or university indicating the specific credit courses taught and the time period within which these courses were taught. At the beginning of the quarter following receipt of the documentation by the Director of Human Resources and verification of the documentation jointly by the Director of Human Resources and the Chief Academic Officer, the faculty member will be credited with the number of sections taught and placed in the appropriate overload step for purpose of pay. The pay provision of this policy is not to be applied retroactively.

**Section 25.24 Salary for New Faculty**

<b>Nine Month Base Salary</b>		
<i>Level</i>	<i>Degree Level/Position Discipline</i>	<i>2011</i>

1	No degree, Demonstrated Market-Impacted Discipline	90% of Level 3 Base Salary
2	Associate's Degree, Demonstrated Market-Impacted Discipline	95% of Level 3 Base Salary
3	Bachelor's Degree	\$33,247
4	Bachelor's Degree, Demonstrated Market-Impacted Discipline	105% of Level 3 Base Salary
5	Master's Degree	\$35,736
6	Master's Degree, Demonstrated Market-Impacted Discipline	110% of Level 5 Base Salary
7	Doctorate Degree	115% of Level 5 Base Salary
8	Doctorate Degree, Demonstrated Market-Impacted Discipline	120% of Level 5 Base Salary

Note: Market Impacted Disciplines: Nursing, Radiology Technology, Physical Therapy Assisting, Respiratory Therapy, Occupational Therapy, Computer Information Systems and Engineering including Tool & Die, Electronics, Drafting & Design.

Starting salaries for faculty who are hired after the effective date of this contract will be determined using the base salaries in the table above and the following implementation procedures:

- (a) The base salary of a new faculty member will be established by the above chart based on highest degree and faculty member's discipline
- (b) The faculty member's starting salary will be determined based on Appendix A. Placement on that table will be based on service credit as determined by the criteria listed below, up to a maximum of 8 years:
  - (i) Related Higher Education Teaching Experience: One (1) year of service credit is awarded for each full-time equivalent teaching year taught in the same discipline at a higher educational institution.
  - (ii) Non-related Higher Education/Secondary/Primary Education Teaching Experience: One (1) year of service credit is awarded for every two (2) full-time equivalent teaching years taught.
  - (iii) Professional or Technical Experience: One (1) year or service credit is awarded for every three (3) full-time equivalent years of experience in a related field.
- (c) For positions where the current starting salary base does not attract qualified employees due to existing market value or conditions, the College may award up to an additional three (3) years of service at the College's discretion.

Section 25.25 Cost of Living Adjustment

No increase in compensation for Academic Year 2011-2012. Academic Year 12-13 and Academic Year 13-14 subject to reopen.

Section 25.26 Retroactive Pay Adjustments

No increase in compensation for Academic Year 2011-2012. Academic Year 12-13 and Academic Year 13-14 subject to reopen.

Section 25.27 Equity Adjustment Calculation

No increase in compensation for Academic Year 2011-2012. Academic Year 12-13 and Academic Year 13-14 subject to reopen.

Section 25.28 Faculty Caucus Release Time

The Faculty Caucus will be given 8 hours of load per term, including summer term, to facilitate leadership, management, and organizational duties of the Caucus. Allocated hours will be distributed among its membership according to the following provisions:

- (a) The Facilitator of the Faculty Caucus must be assigned four (4) hours of the allocated load hours per term.
- (b) Four (4) hours of load will be assigned to members of the Faculty Caucus at the discretion of the Faculty Caucus Leadership Team.
- (c) The Faculty Caucus will notify the affected Chair/Dean of the load hour allocation at least two weeks prior to the start of each term.
- (d) Faculty Caucus agrees to hold Faculty Caucus meetings during the summer term as needed to address issues of immediate importance. A schedule of tentative dates will be presented to the Chief Academic Officer prior to the end of the spring term. The Chief Academic Officer will communicate to the Faculty Caucus Facilitator any items which require Faculty Caucus attention during this time. Attendance at such meetings can be in person or through teleconference and will be compensated according to Section 25.12 (Compensation for Overload Non-Teaching Activities) for participants not receiving release time under this article or currently working under a 12-month contract.

#### Section 25.29 Nurse Course Coordinator/Lead Instructor Compensation

The Director of Nursing Programs will monitor and approve duties of Nurse Coordinator and Lab Instructors. Additional expanded duties will be made in collaboration with nursing faculty. This includes one (1) ADN 145 (RNUR1010) and ADN 146 (RNUR1050) course coordinator, ADN 145 (RNUR1010) and ADN 146 (RNUR1050) College lab coordinator. Compensation for the ADN course coordinator and lab coordinator positions will be (6) six load hours per term.

This section may be modified after review by the workload committee consistent with Section 21.10.

#### Section 25.30 Course Size Compensation

For any course section, .25 extra load hours will be granted for every 5 students above 75 up to a maximum of two (2) extra load hours.

Faculty Caucus, academic departments, and the Administration, will establish course maximum guidelines to fit instructional effectiveness.

This section may be modified after review by the workload committee consistent with Section 21.10.

#### Section 25.31 Summer Term Load for 12-month Faculty

- (a) Starting Summer 2012, the following provisions will apply:
  - (i) Load will be 10 credit / 12 contact hours.
  - (ii) 12-month faculty will have the option to have banked sufficient hours in the previous contract year that will carry over into the current contract year to prevent being forced to teach overload during summer term.
- (b) To aid in the transition from a quarter-system calendar to a semester-system calendar, the following one-time adjustments will be made in the Summer of 2012:
  - (i) 12-month faculty will be excused from attending Fall Convocation activities in 2012.
  - (ii) Release time will be provided for the one week of the Summer 2012 term to be determined by the

faculty member in consultation with the Dean.

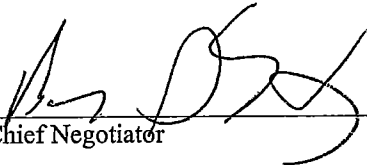
**Article XXVI. Contract Duration**

The collective bargaining agreement will be effective through Spring Term, 2014.

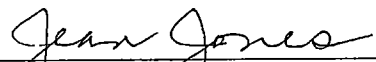
We, the undersigned representatives of the Board of Trustees of the North Central State College and the North Central State Faculty Association-American Association of University Professors ("NCSFA-AAUP"), hereby enter into this Agreement on the 26<sup>th</sup> day of October, 2011.

NCSFA-AAUP

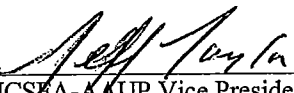
NORTH CENTRAL STATE COLLEGE

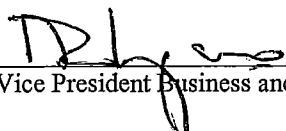
  
\_\_\_\_\_  
Chief Negotiator

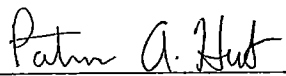
  
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Chair - Board of Trustees

  
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Grievance and Contract Administration Officer

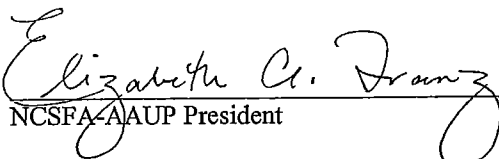
  
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President

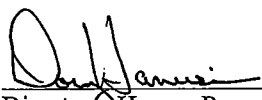
  
\_\_\_\_\_  
NCSFA-AAUP Vice President

  
\_\_\_\_\_  
Vice President Business and Administrative Services

  
\_\_\_\_\_  
NCSFA-AAUP Negotiations Team Recorder

  
\_\_\_\_\_  
Chief Academic Officer

  
\_\_\_\_\_  
NCSFA-AAUP President

  
\_\_\_\_\_  
Director Human Resources

North Central State College Faculty Association  
American Association of University Professors

Grievance Form

(to be filed with the appropriate Dean within \_\_\_\_\_ days of incident or knowledge of event.)

Date of Submission: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Preferred Mailing Address: \_\_\_\_\_

Department: \_\_\_\_\_

Signature of Grievant (required): \_\_\_\_\_  
*name* *date*

Name of AAUP Representative: \_\_\_\_\_

Signature of AAUP Representative: \_\_\_\_\_  
*name* *date*

Provision of Contract Violated: \_\_\_\_\_

\_\_\_\_\_

Proposed Solution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grounds for the Grievance: (brief narrative of actions by administrative officers that are in violation of the CBA between NCSC and NCSFA-AAUP): \_\_\_\_\_

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