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ABSTRACT

The collective bargaining agreement between the Shawnee State University and the Shawnee Education Association, an affiliate of the National Education Association, is presented covering the period October 5, 1987 through August 31, 1990. The 23 articles include the following: scope of the unit; faculty assembly; ratification, authorization, and copies of the agreement; association and membership; association rights; management rights; employment contract year; workload and course load responsibility (e.g., office hours, advisement, committee assignments, off-campus classes, meeting times); salary system; fringe benefits (e.g., retirement, insurance, leave, disability, tuition reimbursement, fee waivers); continuing contract; working conditions (e.g., academic calendar, search committees, academic freedom, safety); grievance procedures; promotion procedures; evaluation procedures; academic divisions; termination of employment; retrenchment; no strike/no lockout; separability; no reprisals; and term of agreement. Appended are the faculty enrichment fee waiver form, grievance form, salary placement index, and side letters (outside the official agreement) on staff development, fair share fee, summer teaching assignments, and working conditions. (LB)

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AGREEMENT BETWEEN
SHAWNEE STATE UNIVERSITY
AND THE
SHAWNEE EDUCATION ASSOCIATION

OCTOBER 5, 1987 TO AUGUST 31, 1990

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AGREEMENT

Section 1. Agreement Between Shawnee State University and the Shawnee Education Association. This is an agreement by and between SHAWNEE STATE UNIVERSITY("University") and the SHAWNEE EDUCATION ASSOCIATION ("Association"), which is affiliated with THE OHIO EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION. The purpose of this Agreement is to set forth the wages, hours or terms and other conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code for the employees represented by the Association. All personnel practices in conflict with the provisions hereof are discontinued.

Section 2. Purpose and Intent. The purpose and intent of the parties to this Agreement is to affirm their acceptance of good faith collective bargaining as a means of providing quality education and maintaining of high standards of academic excellence at the University. Acting Division Chairs, faculty members assigned supervisory duties for a limited period of time, shall be considered members of the bargaining unit.

ARTICLE I SCOPE OF THE UNIT

The bargaining unit shall include all full-service contractual faculty members who teach for the University, excluding Program Directors and Division Chairs (after academic year 1987-88). Acting Division Chairs, faculty members assigned supervisory duties for a limited period of time, shall be considered members of the bargaining unit.

ARTICLE II FACULTY ASSEMBLY

Recognition of the University Faculty Assembly. Both parties to this Agreement recognize the University Faculty Assembly and the importance of its advisory role in matters of instructional and curricular policy, as well as governance.

ARTICLE III RATIFICATION, AUTHORIZATION AND COPIES OF THIS AGREEMENT

Section 1. Negotiating Teams. The collective bargaining procedure shall be conducted between representatives of the University and the Association. These representatives shall be called the negotiating teams. Each team may consist of no more than four (4) members. Each party represented in the procedure shall determine who will be its team

representatives, but shall not select members of the other party involved in the procedure.

Section 2. Negotiating in Executive Session. All negotiating sessions shall be in executive session, meaning only members of the teams, consultants as provided for in this procedure, and others as mutually agreed to between the teams shall be in the room during negotiating sessions.

Section 3. Consultants. Both parties are welcome to employ the services of consultants outside the negotiating sessions. Within the negotiating sessions consultants and/or observers may be present and be the spokesperson for the representative side.

Section 4. General Provisions.

1. Caucus - Either team may call for a caucus during a session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise agreed to.
2. Agenda - After the Association proposals have been presented at the first meeting, the agenda for subsequent negotiating sessions shall be established. By mutual agreement the order of items on the agenda subsequently may be changed.
3. Time Table - Since a majority of the University full-service faculty members have authorized the Association as their sole and exclusive bargaining agent, both parties will confer no later than ninety (90) days prior to the expiration date for the then present Agreement to establish the time table for working on a successor agreement, of whatever duration.

Additional meetings during any week or changes in the frequency of time or place of meetings may be made by mutual consent of the two teams at the end of any meeting. The time and place of each subsequent meeting shall be established before any session is concluded.

4. Exchange of Information - Upon request, the University and the Association agree to provide each other with information pertinent to topics/subjects that may be discussed during the negotiating period.
5. Written Proposals - To avoid misunderstanding and to facilitate communication, all major proposals and counter-proposals shall be provided in writing.
6. Tentative Agreement - As items are negotiated and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.

Section 5. Agreement.

1. Preparing Issues for Approval - When agreement has been obtained on all issues submitted to the negotiating process, or issues have otherwise been resolved, each issue shall be reduced to writing, and signed by the members of the teams. Within seven (7) calendar days, the Association will distribute the approved Agreement by mail to all full-service faculty members for their approval. Faculty ballots for endorsement or rejection must be returned by a specified deadline, a period not to exceed fifteen (15) days. A majority of the ballots returned, indicating acceptance or rejection, shall be accepted as final.

Each issue shall include the following provisions in writing:

- A. Provisions of the Agreement.
- B. Date that said provisions are to be implemented.

2. If the document is endorsed according to the procedure outlined above, the Agreement shall be signed by the President of the Association and by the President of the University and presented to the Board of Trustees for action. Upon the Board's approval of the Agreement, the Chairman of the Board of Trustees shall sign the document. The Agreement shall constitute a legally binding Contract between Shawnee State University and Shawnee Education Association.
3. Individual faculty employment contracts shall contain a general acknowledgement of the Agreement.

Section 6. Impasse.

1. If by thirty (30) days prior to the expiration date, agreement cannot be reached on all issues, then either party may call for the services of the Federal Mediation and Conciliation Services. If one party requests the services of F.M.C.S., the other shall join in the request.
2. The parties agree that this impasse procedure supercedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code, but it does not waive the Association's rights under Section 4117.14 (D 2) of the Ohio Revised Code.

ARTICLE IV
ASSOCIATION AND MEMBERSHIP

Section 1. Payroll Deductions. The University agrees to deduct dues and assessments from the pay of the bargaining unit members upon receipt of written authorization signed by the employee. The Association Treasurer will provide the University Business Office no later than two (2) weeks prior to the first pay of the academic year a written statement of the Association's annual dues.

Dues shall be deducted from the bargaining unit member's paycheck in eighteen (18) equal bimonthly payments over a nine (9) month period.

- (a) Dues to be deducted are as follows:
1. National Education Association;
 2. Ohio Education Association;
 3. Southeastern Ohio Education Association;
 4. Departments of OEA as found on the yearly enrollment form selected by the individual; and
 5. Local Association.
- (b) Once per month, the Business Office will transmit to the Association Treasurer a payment for dues deducted for each faculty member equivalent to one-ninth (1/9) his/her annual membership dues; and
- (c) Upon receipt of written authorization by the employee, the University agrees to payroll deduct fees and assessments for the following:
1. Insurances;
 2. Annuities (pursuant to University procedure);
 3. Credit union
 - a. The University will make arrangements with an established credit union to assist bargaining unit members to participate in said credit union; and
 4. Federal, Ohio, and local taxes.

When a future payroll software package makes it feasible, the University agrees, upon written authorization by the employee, to payroll deduct savings bonds, and EPAC. Other payroll deductions will be considered by a University Committee which shall include a Shawnee Education Association representative.

Section 2. Non-Discrimination. The University shall not discriminate against any member of the bargaining unit on account of membership in, or activity on behalf of, the Association or its state or national affiliates. Similarly, the Association shall not discriminate against any bargaining unit member who is not a member of the Association or its state or national affiliates.

ARTICLE V ASSOCIATION RIGHTS

Section 1. Use of University Facilities. Faculty members shall have access to relevant buildings Monday through Friday from 7:00 A.M. to 11:00 P.M. and on Saturday through Sunday 7:00 A.M. to 7:00 P.M. Keys to said buildings shall be made available through the office of the Director of Plant Facilities.

Section 2. Discipline Meetings. Bargaining unit members shall have the right to be accompanied at discipline meetings, conferences, or

hearings by the SEA President, an SEA officer, or any other representative to whom they are entitled explicitly by law.

Section 3. Rights and Privileges of the Association. The President of the University and representatives of the Association shall meet on a quarterly basis to discuss matters of mutual concern.

The Association President shall be supplied at no cost with one copy of the following:

- a. Agenda and minutes of all Board of Trustees meetings at the time of dissemination;
- b. Upon written request, public documents as defined in Section 149.43 O.R.C.; and
- c. Upon completion, an updated University Policy and Procedures Manual.

The Association shall be permitted to use University facilities with the prior approval of the appropriate administrative official. If a cost is incurred in the use of the University facilities, other than faculty lounges and classrooms, it shall be paid by the Association.

- a. The Association shall be authorized to use University-owned equipment including typewriters, micro-computers and word processing equipment, telephones for local use, calculating machines and all types of audio visual equipment; and
- b. Any supplies consumed with the use of the equipment and computer time shall be paid by the Association at cost.

The Association shall be permitted to use the University's interdepartmental mail facilities. In addition, the Association shall be permitted to use the University telephone and long distance system in order to conduct official Association business. Long distance charges shall be paid by the Association.

The Association shall be permitted to use the University's printing services on a cost for use basis. The Association also shall be permitted to use University vehicles in accordance with University policy on the same basis. Billing for these services will be handled through the established billing procedure of the University. Charges to the Association for such services will be the same as those assessed other campus groups and individuals.

Duly authorized representatives of the Association shall be permitted to transact official business with Association members on University premises during normal business hours, provided such business does not interfere with the employees' duties. Upon arrival, the representative will check in with the receptionist.

The University will provide all unit members with a University faculty and staff directory. Amendments to this directory, if any, will be provided to all unit members.

Section 4. Release Time. At the discretion of the Association, one course of release time for the Association President during the Spring quarter prior to labor negotiations may be bought by the Association according to the following formula:

$$\text{Amount of Purchase} = \frac{\text{Cont. Hours to be Purchased}}{\text{Spring Quarter Load}} \times \frac{\text{Nine Month Contract Salary}}{3}$$

The University will cooperate with the Association President in the scheduling of his/her workload during this quarter.

Section 5. Complaint Procedure. Official complaints about bargaining unit members made by students, parents of students, members of the public, colleagues, or any other person regarding a faculty member's professional conduct, service, or character will be handled as follows:

- a. The complaint will be investigated by the Provost and Division Chair; and
- b. If the complaint appears to have merit, the Provost will meet with the unit member. The unit member may be represented by a member of the Association at this meeting.

Section 6. Personnel Files. The University shall maintain in the Office of the Provost an official, confidential personnel file on each bargaining unit member. The bargaining unit member shall have access to his/her individual file and will have opportunity to provide written

rebuttal to any inclusion.

Each bargaining unit member shall have the right to obtain a copy of any document contained within his/her personnel file.

All documents placed in the personnel file shall be dated and signed by the individual authorizing inclusion.

Section 7. Non-Discrimination. Both the University and the Association agree to practice non-discrimination against bargaining unit members on the basis of race, sex, national origin, creed, age, or handicap.

SECTION VI MANAGEMENT RIGHTS

Except as expressly modified by the terms of this Agreement, management shall have all of the rights provided for by the Ohio Revised Code Chapter 4117, Section 4117.08 (C 1-9) as listed below:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit.

Management's foregoing rights are not to be subject to the grievance procedure.

ARTICLE VII EMPLOYMENT CONTRACT YEAR

The standard contract issued to full service faculty members for the first two (2) years of employment shall be for a term of one (1) academic year. After completion of two (2) one (1) year contracts and upon recommendation by the Provost and reappointment by the University, a full service faculty member shall be issued a standard two (2) year contract or one (1) year conditional contract with a written plan for professional improvement. Subsequent contracts that are issued shall be for a term of two (2) academic years.

ARTICLE VIII
WORKLOAD AND COURSELOAD RESPONSIBILITY

Section 1. Academic Contract. A standard full service faculty appointment shall consist of nine (9) months of service from the first day of classes in the Fall Term through commencement (convocation). Faculty service shall consist of teaching, committee involvement, advising, curriculum development and scholarship.

Section 2. Teaching as a Part of Workload. Teaching shall be the central part of each faculty member's workload. Each "full service" faculty member shall be responsible for teaching a maximum of 40 student credit hours or 45 "contractual hours," whichever is attained first, per nine (9) month academic year.

A "contractual hour" shall be equal to:

- A. One fifty (50) minute period of lecture instruction, or
- B. One and one third (1 1/3) hours of laboratory or field based clinical instruction, or
- C. One and one half (1 1/2) hours of physical education activity instruction.

Section 3. Flexible Academic Plan. A full-service faculty member may request to have his/her quarterly teaching workload reduced for purposes of University service, professional development and/or

scholarship. A reduction in teaching workload may be granted by the faculty member's immediate supervisor and the Provost for the following activities:

- A. Service as divisional chairperson (1987-88 only),
- B. Curriculum development,
- C. Scholarly pursuits such as research and publication,
- D. Public service, and
- E. Other duties as mutually agreed by the faculty member and his/her immediate supervisor and Provost.

Section 4. Office Hours as Part of Workload. Each faculty member shall be required to maintain a minimum of one (1) office hour during each day in which the faculty member's classes are in session. Office hours shall be clearly posted on the individual faculty member's office door with a copy forwarded to the immediate supervisor no later than the sixth class day of each term.

Section 5. Academic Advisement as Part of Workload. Each full-service faculty member shall be responsible for academic advisement regarding the scheduling of appropriate courses.

Full-service faculty members shall be available by appointment to assist students with subsequent advising needs. Each full service faculty

member shall be accountable for advising no more than thirty (30) students, with majors being assigned or reassigned to appropriate Divisions.

Section 6. Committee Assignments as Part of Workload. Each full service faculty member shall participate on at least one standing committee per academic year.

Section 7. Overload. Any faculty member whose teaching and University service hours per nine (9) month academic contract (refer to Section 3) exceed forty (40) student credit hours or forty-five (45) "contractual hours" shall be compensated for each additional credit hour at one-fortieth (1/40) of his/her annual compensation or for each additional "contractual hour" one forty-fifth (1/45) of his/her annual compensation, whichever is greater. Overload compensation shall be paid to the faculty member on a standard nine (9) month contract no later than June 30 of each academic year. No faculty member shall be compensated for more than five (5) contractual hours on an overload basis.

Section 8. Departures from Regular Class Schedules. A faculty member shall obtain approval in advance from his/her immediate supervisor of the following departures from regular class schedules:

- A. Not holding a regularly scheduled class and/or final examination/evaluation;
- B. Holding a class off campus and/or at a time or location different from the regular schedule;
- C. Moving a class to a location other than the scheduled location.

Failure to comply with Section 8 may result in a statement placed in the personnel file to be used for summative purposes.

Section 9. Class Schedules and Schedule Changes. Faculty members will be provided with a copy of the quarterly schedule of classes by the Chairperson/Dean, including hours and days, two (2) weeks prior to the commencement of each quarter. The University shall not subsequently change a faculty member's schedule unless program needs or enrollments require this action. Necessary changes shall be discussed with the affected faculty members.

During any one day, no more than eight (8) hours shall separate the beginning of a faculty member's first class and the end of his/her last class unless the faculty member voluntarily offers to accept an extended day. The following guidelines shall apply:

- A. A decision not to accept an extended day shall not be viewed negatively in any subsequent evaluations of the bargaining unit member's service to the University, nor shall it be made a matter of record; and

- B. In the case of a class ending after eight (8) P.M., the bargaining unit member's schedule shall be adjusted so that he/she shall not begin before ten (10) A.M. the following day. A bargaining unit member voluntarily may agree to teach a class scheduled prior to ten (10) A.M.
- C. Full-service faculty members shall have priority over part-time faculty members in the scheduling of classes during the total workday. Classes are assigned by the Chairperson/Dean with the approval of the Provost.

Section 10. Student/Faculty Ratios. There shall be a

faculty/student ratio of no more than the following:

- A. Respiratory Therapy Technician: Faculty/student ratio of 1:5 for each clinical affiliate.
- B. Radiology Technician: Faculty/student ratio of 1:5 for each clinical affiliate.
- C. Dental Hygiene: Faculty/student ratio of 1:6 for first year clinical students and 1:6 for each clinical in the second year.
- D. Practical Nursing: Faculty/student ratio of 1:9 for hospital clinical experiences.
- E. Associate Degree Nursing: Faculty/student ratio of 1:9 for hospital clinical experiences.
- F. English Composition Courses: Overall faculty/student ratio of 1:20. (This provision applies only to English 0111, English 0112, English 0115, and English 0121*.)

*This provision applies to English courses whose primary focus is composition and which require regular writing assignments to be evaluated by faculty.

Section 11. Laboratory Technicians. Laboratory technicians shall be assigned to the Division of Mathematics and Science and the Division of Engineering Technologies.

Section 12. Off-Campus Classes. With the exception of clinical courses in Allied Health, in any quarter in which a faculty member is assigned an off-campus class and an on-campus responsibility on the same day, that faculty member will be reimbursed for mileage cost as outlined below:

- A. The bargaining unit member who commutes to an off-campus class will be reimbursed for mileage over and above that normally driven by the faculty member to carry out his/her usual assignments. The basis for measuring the limitations will be the calculation of mileage to and from the designated teaching location from either the individual's house (using the town or city included on the individual's post office address) or Shawnee State's campus, whichever provides the lesser mileage.
- B. The above mileage shall be calculated per the above specification multiplied times the University's approved rate per mileage reimbursement.
- C. Mileage must be reported on travel forms obtained from the Chairperson/Dean. These reports must be submitted to the appropriate Chairperson/Dean at the end of each quarter. The Chairperson/Dean will check each travel voucher for accuracy, sign and forward a copy to the Business Office authorizing reimbursement. A copy shall be given to the faculty member.

A faculty member may choose not to accept an off-campus class.

Section 13. Meeting Times. During the weeks of the Fall, Winter, and Spring Quarters when regularly scheduled University classes are being held, there will be no classes scheduled between the hours of 4:30 P.M. to 5:30 P.M. on Thursdays. This block of time shall be allotted for the purpose of holding meetings.

ARTICLE IX SALARY SYSTEM

Section 1. Salary System. The provisions of the following system apply equally to full service faculty currently employed and promoted by Shawnee State University and all full time faculty subsequently employed by the University during the operation of this Agreement. All references to the " Salary Scale" refer to the Index for Salary Placement (see Appendix C.)

A. Placement on Salary Scale (Newly Employed Faculty).

The salary for each new faculty member shall be determined in the following fashion:

1. For each two (2) years of full-time teaching employment in a public institution, other than higher education level teaching, award one (1) step (with a ten [10] step total limitation).
2. Teaching in an accredited institution of higher education:
 - a. For each one year of full-time employment, award one step with the total steps awarded not to

exceed thirteen (13).

3. For each two (2) years of full-time employment (with twenty (20) years limitation) of sophisticated work experience related to his/her teaching specialization, award one (1) step. (If the faculty member has achieved the rank Senior Instructor or higher by meeting the criteria of "Bachelor's Degree plus five (5) years of substantive work experience related to field of specialization" those five (5) years cannot be used by the faculty member to advance up the steps of his rank).

Guidelines for Work Experience and Teaching Experience Outside the Institution: The appropriate Chairperson/Dean will award credit for previous work experience and teaching experience outside the institution based upon the following considerations:

- a. A person cannot receive more than one (1) year's work experience for any one (1) year.
- b. Work experience must be at a sophisticated level before technical faculty can be granted credit. For example, a data processing teacher who worked at computer programming would be given credit; as a key puncher, no credit. An electro-mechanical instructor who worked in planning and design would receive credit; as an electrician, no credit.

The maximum step to be awarded under any combination of items 1, 2, and 3 shall not exceed thirteen (13) years. Nor shall any new hire be awarded a step higher than an existing faculty member with equivalent degree and experience.

4. Full-service faculty will not receive credit for work experience other than teaching except in cases of sophisticated work in a clearly instructionally related position. For example, a psychology teacher who practiced psychology would receive credit. An English

teacher who held a title of "Technical Writer" would receive credit. A drama teacher who was employed as a professional actor would receive credit.

5. To receive credit for work as an educator, the faculty member must have been a full-time classroom teacher. Student teaching, teacher's aide, graduate assistant, teaching fellowship, etc. are not acceptable.
6. For newly employed faculty, the appropriate Chairperson/Dean will be responsible for the determination of class and step placement on the salary scale. This determination will be reviewed by the SEA President or a representative appointed by the SEA President and the review will be acknowledged in writing.

New faculty shall not be awarded a step and salary greater than a currently employed faculty member possessing a degree and experience equivalence as established by the classification system.

B. Class Determination

Each faculty member will be advanced to the appropriate pay class when the necessary criteria are achieved.

1. Class Placement for 1987-88 Continuing Faculty
 - a. Determine the proper class for the faculty member by referring to the criteria for placement and movement of faculty.
 - b. Ascertain step placement for the faculty member in 1986-87 and advance one (1) step if available for class to determine the proper index for 1987-88.
2. Class Placement for 1988-89 Continuing Faculty

- a. Determine the proper pay class for each faculty member by considering his/her criteria as of August 31, 1988.
- b. Ascertain the step placement for each faculty member as of FY ending 1988 and advance one (1) step if available in the class to determine the appropriate index.

3. Class Placement 1989-90

- a. Determine the proper pay class for each faculty member by considering his/her criteria as of August 31, 1989.
- b. Ascertain the step placement for each faculty member as of FY ending 1989 and advance one step if available in the class to determine the appropriate index.

C. Salary Determination.

1. Salary Package 1987-88:

Each full service faculty member employed Fall term of 1987 shall receive an increase of 7%.

2. Salary Package 1988-89:

Each full service continuing faculty member shall receive an increase of 8% computed on the nine (9) month salary amount 1987-88.

3. Salary Package 1989-90:

Each full service continuing faculty member shall receive an increase of 9.5% computed on the nine (9) month salary amount of 1988-89.

4. Promotion Advancement 1987-1990:

Those faculty members promoted in 1986-87 or during the term of this Agreement shall receive one additional step increment on the Index System, Appendix C, or .03125 of the base salary amount in effect at the time of promotion. The increment for promotion shall be effective the Fall term of the year of promotion. The increment for promotion shall be added prior to the annual percentage increase.

5. **Retroactive Adjustment:**

Terms of this Agreement shall be effective at time of signing with the exception of wages, which shall be retroactive to September 16, 1987.

6. A committee shall be formed at the inception of this Agreement to study and recommend a salary system which will recognize both the degree and experience of the faculty member. The committee shall include at least three (3) members appointed by the University and at least three (3) members appointed by the Association. A recommendation shall be presented to the faculty and the President for review.

D. **Minimum Criteria for Placement/Movement of Faculty Under System:**

- CLASS A**
1. Bachelor's Degree in area of teaching specialization or related area; or
 2. Certification in area of teaching specialization with five years of substantive work experience and/or teaching experience.

- CLASS I**
1. Master's Degree in area of teaching specialization or related area; or

2. Bachelor's Degree plus five years of substantive work experience related to the area of teaching specialization.
- CLASS II**
1. Ph.D. in area of teaching specialization or related area; or
 2. Master of Fine Arts in area of teaching specialization;
 3. Master's Degree in area of teaching specialization or related area with five years of full time teaching experience in an accredited institution of higher education or with 10 years of substantive work experience related to area of teaching specialization; or
 4. Bachelor's Degree in area of teaching specialization or related area and professional certification* in area of teaching specialization with five years of full time teaching experience in an institution of higher education or 10 years of substantive work experience in area of teaching specialization; or

*Professional Certification - Certification not required as minimal criterion for entrance into a profession or area of teaching specialization. Examples: Certified Public Accountant, Certified Professional Engineer, Certified Professional Secretary. Not considered professional certification - Licensed Public Accountant.

5. Bachelor's Degree in area of teaching specialization and 15 qtr/10 semester hours of course work (one half of which may be in C.E.U.)** in area of teaching specialization and also any one of the following:

- A. Any combination of teaching experience and work experience equal to 10 years.
- B. Fifteen years work experience.
- C. Ten years teaching experience of which at least three must have been at Shawnee State University or its predecessor entities.

CLASS III 1. Ph.D. in area of teaching specialization and five years of full time teaching experience in an institution of higher education; or

- 2. Master's of Fine Arts in teaching specialization and five years full-time teaching in higher education.
- 3. Master's Degree in area of teaching specialization and Professional Certification* plus five (5) years of full-time teaching in higher education;

*Professional Certification - Certification not required as minimal criterion for entrance into a profession or area of teaching specialization. Examples: Certified Public Account, Certified Professional Engineer, Certified Professional Secretary. Not considered professional certification - Licensed Public Accountant.

**Continuing Education Unit - seminars or self study course offered by a professional body. Every ten (10) contact hours or C.E.U. units shall be deemed equivalent to one quarter credit hour. C.E.U. must be certified by the sponsoring body.

4. Master's Degree in area of teaching specialization and 30quarter/20 semester hours (one half of which may be in C.E.U.)** in an approved appropriate field and also any one of the following:
 - A. Any combination of teaching and/or related work experience equal to twelve years.
 - B. Twenty (20) years related work experience.
 - C. Ten (10) years teaching experience in an institution of higher education of which at least seven (7) must have been at Shawnee State University or its predecessor entities.

- CLASS IV**
1. Ph.D. in area of teaching specialization and ten (10) years of full time teaching at an accredited institution of higher education; or
 2. M.F.A. in teaching specialization and ten (10) years of full-time teaching at an accredited institution of higher education.
 3. Master's Degree and Professional Certification in area of teaching specialization or a Master's Degree and 45/30 hours (one half of which may be in C.E.U.)** (see III-2) and also any one of the following:

**Continuing Education Unit - Seminars on self study course offered by a professional body. Every ten (10) contact hours or C.E.U. units shall be deemed equivalent to one quarter credit hour. C.E.U. must be certified by the sponsoring body.

- A. Any combination of teaching and/or related work experience equal to 15 years.
 - B. Twenty years related work experience.
 - C. Fifteen (15) years teaching experience in an institution of higher education of which at least twelve (12) must have been at Shawnee State University or its predecessor entities.
4. Dual Master's Degrees in area of teaching specialization and related areas and any one of the factors A, B, or C, listed under 2. above.

Section 2. Salary Increase

- a. Full service faculty members hired since April 20, 1987 will be reviewed by the University and the SEA President or his/her designee as to placement on the salary schedule. Anyone determined to be placed too high will be retained at the assigned position on the schedule. Anyone determined to be placed too low will be advanced to the proper salary step.
- b. Full service faculty members hired before April 20, 1987 will each be advanced one step on the salary schedule.
- c. Following the completion of steps (a) and (b) set forth above, each full service faculty member will receive a 7% increase retroactive to September 16, 1987.
- d. Effective the beginning of academic calendar year 1988-89, each full service faculty member will receive an increase of 8%.

- e. Effective the beginning of academic calendar year 1989-90, each full service faculty member will receive an increase of 9.5%.

ARTICLE X FRINGE BENEFITS

Section 1. State Teachers' Retirement System. All full-time members of the University faculty are automatically members of the State Retirement System. The University shall designate each employæ's mandatory contributions to the State Teacher's Retirement System of Ohio as "picked up" by the University as permitted by Internal Revenue Service Ruling 77-464 and 81-36, although such contributions shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. Therefore, the amount of the employee's income reported by the University as subject to Federal and Ohio Income Tax shall be the employæ's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher's Retirement System of Ohio contribution which has been designated as "picked up" by the University. Such shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the University's total contribution to the State Teachers' Retirement System of Ohio increased thereby.

Payment for sick leave, severance, supplemental, etc., including unemployment and worker's compensation, shall be based on the faculty member's daily gross pay prior to the reduction for the State Teachers' Retirement System pickup, (i.e. gross pay divided by the number of days in a bargaining unit member's contract).

Section 2. Provisions of Insurance Benefits. For the duration of this Agreement, the University shall pay 100% of the premiums for coverages in Section 2 and shall provide the following Usual, Customary and Reasonable (UCR) insurance coverages for either a family or a single unit, subject to availability of carriers, as listed below:

A. Hospital Services/Surgical Services

- 365 days of hospital care; 45 days for mental illness and substance abuse; 45 days for rehabilitative physical medicine.
- Semi-private room and board.
- Surgery.
- Inpatient hospital services (operating, recovery and delivery rooms, anesthesia, drugs and medicine).
- Outpatient hospital services (emergency care, diagnostic tests, lab and outpatient surgery).
- Maternity care.
- Pre-admission testing.
- Diagnostic procedures and lab services.
- Emergency outpatient care by a physician.
- Dependents covered to age 19 (25 if student).
- One consultative opinion per admission.

B. Major Medical Services

- \$100/individual deductible---\$200/family
80%/20% co-payment.
- Lifetime maximum \$1,000,000.
- \$25,000 lifetime maximum for mental illness and substance abuse treatment.
- Necessary private duty nursing.
- Diagnostic x-rays and lab examinations.
- Medical supplies and dressings.
- Blood and plasma (after first two units).
- Outpatient mental/nervous treatment (up to \$1,000 per year).
- Durable medical equipment/prosthetic appliances.
- Ambulance services.

C. Enhanced Benefits

- Physician office visits - \$3.50 co-payment.
- Prescription drugs - The deductible amount, which you are required to pay, is \$4.00, except for generic drugs, which is \$2.00. (No oral contraceptives)
- Well baby care (first year).
- Home health/skilled nursing facility/Hospice care paid in full.
- Mandatory pre-admission certification with assigned length of stay.
- Customized care..

D. Limitations and Exclusions

Full service faculty are not covered for:

- Hospitalization primarily for physical therapy, or diagnostic exams which could be performed on an outpatient basis.
- Routine physical examinations or foot care.
- Government-paid care.
- Worker's Compensation cases.
- Cosmetic surgery and dental services.
- Non-medically necessary services or supplies.
- Investigative/experimental procedures.
- Treatment of obesity, except surgical.
- Charges in excess of UCR level.

- Other services not listed as covered.

E. Major Dental Program

Major dental benefits are provided on a cost-sharing basis. Major Dental Program with the Aid to Preventive Dentistry rider has a \$1,000 annual maximum per subscriber.

Preventive dental care is not subject to the deductible and is paid at 100% of the dentist's charge. Services include:

- Oral examinations--twice a year per individual.
- Bitewing x-rays that accompany the examination.
- Cleaning of teeth twice a year per individual.
- Topical fluoride treatments (once every six months).
- Space maintainers that replace prematurely lost teeth for children under age 19.
- Emergency treatment for relief of pain.

Those services which do require a deductible and are paid at 80% include:

- X-rays, full mouth limited to once every 36 months.
- Acute infections.
- Fillings.
- Pulp therapy including root canal treatment.
- Simple extractions.
- Oral surgery.
- General anesthesia or the extraction of teeth when rendered in connection with other 80% services.
- Denture and bridge repair.

Orthodontia Benefits, services which do require a deductible and are paid at 50% include:

- Inlays and crowns.
- Dentures, full and partial.
- Bridges, fixed and removable.
- Periodontia treatment.
- Gingival curettage.
- Osseous surgery.
- Replacement or addition of teeth to dentures or bridgework.

Orthodontia Benefits:

Pay 60% of the orthodontia charges for children up to their 19th birthday, to a maximum of \$1,000 per covered child.

Pre-Determination of Benefits:

This clause requires the dentist providing services to submit a description of the procedures to be performed and an estimate of the expected charges if treatment is anticipated to exceed \$100. These facts must be filed with insurance carrier before treatment begins. The Pre-Determination of Benefits clause allows subscribers to anticipate expenses before treatment begins.

Vision Plus

Examination

Ophthalmologist/Optomtrist Examination
(One within any calendar year per person) \$25.00

<u>Lenses</u>	<u>Per Lens</u>
Single Vision	\$15.00
Bifocals	\$20.00
Trifocals	\$30.00
Lenticular	\$50.00
Contact Lenses (Cosmetic)	\$40.00
(Medically Necessary)	\$80.00

The allowance for medically necessary contact lenses listed in the Schedule of Allowances will be paid only if: (a) the lenses are necessary following cataract surgery; (b) visual acuity cannot be corrected to 20/70 in either eye with other lenses; but can be corrected to at least 20/70 in one eye with contact lenses; or (c) the lenses are necessary for the treatment of Anisometropia or Keratoconus.

Frames

Frame Allowance \$20.00
(One within any two years per person)

Frame allowance must be used with lenses prescribed as a result of an eye examination, or, where new frames are not required, the frame allowance may be applied toward the cost of the lenses.

Exclusions

To aid in holding program cost to reasonable levels, Vision Programs do NOT provide benefits for the following:

- Sunglasses, whether or not requiring a prescription, safety glasses, or safety goggles.
(Tinted glasses with a tint other than #1 or #2 are considered to be sunglasses.)
- Orthoptics or vision training, subnormal vision aids, aniseikonic lenses (to correct image size) and coated lenses.
- Drugs or medications.
- Services or supplies furnished by employer, or furnished or covered under Worker's Compensation law, occupational disease law, or similar legislation.
- Any services or supplies for which a benefit is not specifically provided under this contract.

Life Insurance

Each faculty member in the bargaining unit shall receive \$40,000 of term life insurance. The premium will be paid solely by Shawnee State University.

Disability Insurance

Disability income insurance as covered by the institutional sick leave policy, State Teacher's Retirement System and Worker's Compensation.

Section 3. Implementation of Insurance Benefits. In the implementation of the provisions above, the following shall apply:

1. Individuals on University approved leave may purchase insurance at the group rate.

2. Insurance coverage shall be in effect during the twelve (12) months of the year whether or not an individual accepts a summer contract, or is paid on a nine (9) or twelve (12) month basis.
3. The University Business Office shall assist individuals in the processing of claims.
4. Individuals that either retire or separate employment from Shawnee State University may continue their insurance benefits subject to provisions of the contract(s) with the carrier per COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

Section 4. Sick Leave. Sick leave is the authorized absence of an individual from his/her duties because of illness, accident, exposure to contagious disease, family emergencies requiring the attendance of a faculty member, or death in the immediate family. The definition of an immediate family member includes: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in the place of a parent. Sick leave granted for a death in the immediate family shall not exceed five working days unless the family member has approval of his/her immediate supervisor to stay off the job longer than five (5) days. Without such approval, the faculty member will not receive sick leave time for this unauthorized absence and will have his/her salary reduced proportionate to the amount of unauthorized absence.

1. Each full service faculty member earns 120 hours of sick leave per academic year, at the rate of 6.67 hours per pay period for nine (9) months (18 pays). There will be no maximum on the number of sick days that may be accumulated. Sick leave may be taken during any quarter in which he/she has a regular teaching assignment. A consecutive period of sick leave includes all days except Saturday (if no class is scheduled), Sunday, holidays, and vacations.
2. When sick leave is to be taken, it will be deducted in the following manner:
 - i. Partial Day - actual hours absent from assigned duties.
 - ii. Full Day - eight (8) hours.
 - iii. One Week - forty (40) hours.
3. Faculty and other professional staff may transfer into the University any accumulated, documented, and verified sick leave days that have been accumulated by a school system, government agency, department or institution of the government of the State of Ohio.
4. An accounting of sick days accumulated shall be maintained by the University Business Office and shall be available to the individual faculty member upon request.
5. Upon retiring from active service with at least ten (10) years of service (any combination with OUPB, Scioto Technical College, and/or the University), an employee may elect to be paid one-fourth (1/4) of the accrued but unused sick leave credit. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.

Such payment will be made only once to any employee. That is, an employee who returns to university service after retiring may accrue and use sick leave as before, BUT may not convert the unused sick leave at the time of a second retirement. The maximum payment allowed will be one-fourth (.14) of one hundred-twenty (120) days. Sick leave conversion does not apply to any termination or separation other than retirement.

Section 5. Personal Leave.

1. Faculty members shall be granted up to two (2) days of paid personal leave per academic year with the approval of the Chairperson/Dean.
2. A personal day shall not be granted one day before or after a scheduled holiday.
3. Unused personal leave shall not be carried forward to subsequent years.

Section 6. Court Leave.

1. The University shall grant court leave with full pay to any employee who:
 - A. Is summoned for jury duty by a court of competent jurisdiction; or
 - B. Is subpoenaed to appear before any court, commission, board or other legally construed body authorized by law to compel the attendance of witnesses; where the employee is not a party to the action.
2. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the Payroll Office.

Section 7. Leave for Extended Illness or Disability. When a paid leave of absence has been exhausted, a bargaining unit member shall be granted a leave of absence without pay for illness or physical disability in accordance with the provisions of the Ohio Revised Code for a period of up to three (3) years.

Section 8. Unpaid Professional Leave. A full service faculty member who has held a full service faculty appointment with the University or its predecessor(s) for at least five (5) years shall be eligible to request a leave of absence without pay for approved purposes of advanced study, an exchange teaching assignment, travel, government service, or any other professional experience which is related to his/her field of teaching, or which will improve his/her professional competence as a University faculty member.

Written request for unpaid leaves shall be submitted for Administrative approval to the Division Chairperson or Dean one (1) year in advance.

It is agreed that the employee must assume financial responsibility for continuation of group benefits and is expected to return to service at the University for a period of at least one year after the leave.

It is agreed further that the time spent on an approved leave shall be counted as teaching time for purposes of seniority and also Step advancement under the Salary System.

Section 9. Tuition Reimbursement. Faculty members may apply for tuition reimbursement for professional enrichment purposes. Application shall be made in writing to the Provost at least two weeks prior to the

first class meeting. Applications shall be approved in the order received according to date and time, on a quarter to quarter basis until the quarter's allocation has been expended.

Section 10. Plan for Reimbursement.

- A. The dollar pool for faculty enrichment courses shall be \$12,000 a year. Funds not expended shall be carried over to the next academic year.
- B. Quarterly reimbursement shall be 100% of tuition or a maximum of \$150 per quarter hour/\$200 per semester hour. The aggregate reimbursement in 1987-88 shall not exceed \$12,000 nor shall the 1988-89 aggregate reimbursement exceed \$12,000 plus 1987-88 carryover and each year of the Agreement and thereafter. A faculty member shall not exceed four (4) hours per semester or six (6) hours per quarter of reimbursable studies.
- C. The \$12,000 fund is to be allocated each year in the following manner:

Fall Quarter	\$4,000
Winter Quarter	3,000
Spring Quarter	3,000
Summer Quarter	2,000

Funds not used in any one quarter shall be carried over to the next academic quarter.

- D. Authorization must be approved by the Provost and Business Office at least two weeks in advance of the first class meeting (see Appendix A).
- E. Course(s) must be taken for university credit and a grade of "B" or better must be received. Reimbursement will be made when a copy of the Faculty Enrichment Fee Waiver Form and a requisition are processed.

Section 11. Fee Waivers. Instructional and general fees shall be waived for full service faculty members and their dependents under the guidelines noted below:

1. Instructional and general fees shall be waived for faculty members and their dependents to attend Shawnee State University;
 - (a) DEPENDENT is defined as the bargaining unit member's spouse or any children twenty-five (25) years of age or younger over which the bargaining member and/or spouse has authority.
2. A full service faculty member is entitled to enroll in courses at Shawnee State University up to a maximum of eight (8) credit hours per quarter. All classes are to be taken on the employee's own time.
3. Dependents of full service faculty members may enroll in as many hours per quarter as are permitted under the University academic policies.
4. Faculty members and their dependents will enroll during the regular registration processes.
5. Programs or classes which have special admission requirements or class size limitations will be available to faculty and their dependents in the same way they are available to the general student body; and faculty and their dependents will be required to compete for admission into these programs or courses with other student applications.
6. The maximum lifetime allowance for benefits covered under this section shall be 240 credit hours per dependent.
7. If a full service faculty member or his/her dependents are eligible for federal and state grants such as OIG, BEOG, and

VA benefits, these grants shall be utilized in lieu of the University Fee Waivers, but the University will pay any difference between grants and maximum fee waiver allowance.

8. Full service faculty members and their dependents desiring to attend Shawnee State University under this provision shall complete and file a copy of the "Employee/Dependent Fee Waiver Form" at least two weeks prior to the beginning of classes.

ARTICLE XI CONTINUING CONTRACT

Section 1. Eligibility. A faculty member who has held a full service faculty appointment with Shawnee State University or its predecessors for five (5) years and who holds the rank of Assistant Professor shall be eligible to apply for a continuing contract.

Section 2. Definition. A continuing contract is defined as a continuing term of employment (not requiring annual or biannual renewal) with yearly salary adjustments as set forth herein or subsequently agreed, but is subject to termination for reasons of just cause, retrenchment for financial exigency or retirement/resignation.

Section 3. Review Committee. In the event that an eligible faculty member desires to apply for a continuing contract, he/she shall make application for recommendation for the same with the appropriate Division Chairperson/Dean with copies to the Provost not later than January 15. Application materials shall include a summary statement of

eligibility and documentation to support excellence in teaching, scholarship and University service.

The application material of the candidate will be evaluated by a review committee comprised of the Division Chairperson/Dean and one (1) faculty member holding a continuing contract from each division. In a Division where no faculty member holds a continuing contract, SEA will designate one faculty member from that division to serve on this committee. The committee will concentrate on the criteria of teaching performance, scholarship and University service. Each reviewer will list his/her recommendations for either (a) supporting, or (b) opposing the application. These recommendations will be submitted by the Division Chairperson/Dean to the Provost with copies to applicant on or before February 15.

Section 4. Administrative Decision. The Provost will review the recommendations of the review committee. The Provost also will submit his/her recommendation for either supporting or opposing the applicant's request for a continuing contract. The review committee and the Provost's recommendations will be presented to the President no later than March 15.

The President will present written notification of his/her approval

or denial of a continuing contract to the candidate by April 1. Should the candidate be denied a continuing contract, he/she may file an appeal according to the Grievance Procedure described in Article XIII.

Section 5. Ad Hoc Committee. A joint ad hoc committee of SEA and Administration in consultation with faculty members shall be charged with reviewing the criteria and process for determining continuing contract status in view of the institution's recently acquired University status. This ad hoc committee shall develop a process and criteria to facilitate fair, valid and reliable summative decisions. Upon completion of this project and ratification by Association members and Board of Trustees, the process and criteria shall be reduced to a written provision and shall become part of and supersede the current provision in the Association/University Agreement.

ARTICLE XII WORKING CONDITIONS

Section 1. Academic Calendar. The University shall develop the academic calendar in consultation with the Association. The Association will be involved from the onset of the process. The Association shall appoint two (2) representatives to work with the administration in development of the calendar.

Section 2. Search Committees. The Association shall have the right to appoint one (1) member to search committee(s) established for the purpose of selecting any administrative officer in the academic area at the level of Vice President/Provost or above.

Section 3. Working Conditions. The enactment of new policies affecting articles contained within the negotiated Agreement shall first be presented to the Association President for review by the SEA. If the Association determines that said policies have an adverse impact on full service faculty members, the Administration and the Representatives of the Association will review the matter.

Section 4. Academic Freedom. Shawnee State University is totally committed to the principles of academic freedom as stated by AAUP.

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom and responsibility are inseparable and must be considered simultaneously; they are shared by all members of the academic community.

- A. The teacher is entitled to full freedom in research and publication of the results, subject to adequate performance of his/her other academic duties, but research with pecuniary

return should be based upon an understanding with the authorities of the institution.

- B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matters which have no relation to his subject.
- C. The University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes certain obligations. As a "man of learning" and an education officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he 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 he is not an institutional spokesman. However, academic freedom should be distinguished clearly from constitutional freedom, which all citizens enjoy equally under the law.
- D. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the institution and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the institution.
- E. The universal responsibility of the teaching faculty member is effective teaching. A proper academic climate can be maintained only when members of the academic community meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and reporting promptly student achievement, and participating in group deliberations which contribute to the growth and development of the students and the institution.

- F. Administrators shall protect, defend and promote academic freedom. Equally, administrators will assure that members of the academic community fulfill their responsibilities.

Section 5. Safety.

1. All hazardous equipment used in classroom and laboratories by students and faculty must have appropriate safety devices readily accessible, i.e., safety glasses, and/or other personal safety equipment, for each piece of hazardous equipment. The faculty member shall not permit the use of such equipment if the safety devices are lacking.
2. The University agrees to provide timely, appropriate training to bargaining unit members who are required to perform duties which involve potential hazards to safety and health.
3. A central source for assistance and information will be scheduled to be available on campus until 10:00 P.M. on those evenings classes are scheduled.
4. Laboratories where chemical odors are or may be present which can irritate the eyes, nose, throat, and/or skin must have sufficient ventilation to protect all occupants of the laboratory and all persons within the confines of any building which may be affected.
5. The University will ensure that there is reasonable access to adequate first aid kit(s) for each workspace and/or classroom. The kit(s) will be maintained in designated locations.
6. During all clinical exercises, the number of Nursing and Allied Health students under a single instructor's supervision shall be limited to the number of students which may readily and practicably be observed at a single clinical setting. In any case, this number shall not exceed current accreditation standards, in order to minimize the danger of students,

faculty and/or patients. (See also Article VIII, Section 10.)

7. Student enrollments in laboratory classes will not exceed the maximum number of student lab spaces available as determined by the Provost.
8. Unless there is a clearly demonstratable space need, non-science classes shall not be scheduled in laboratory classrooms.
9. Each faculty member is responsible for announcing by the second class meeting that students are to refrain from the use of any tobacco products, food and beverages in the classroom. This activity is to be confined to designated areas in the building(s).
10. In the case of imminent danger situations, the person(s) reporting such situations shall make the reports in the most expeditious manner available.
11. Bargaining unit members shall be afforded protection within reason from interference, coercion, discrimination, or reprisal for filing an internal report to the proper University administrative officer or director regarding an unsafe or unhealthful condition(s).

ARTICLE XIII GRIEVANCE PROCEDURES

Section 1. Definitions

- a. A grievance is a claim of any alleged violation, misapplication or misinterpretation of this negotiated agreement filed by a bargaining unit member, group of bargaining members, or by the Association acting on behalf of itself or bargaining unit members.
- b. A grievant shall be any bargaining unit member, group of bargaining unit members, or the Association

acting on behalf of itself or bargaining unit members.

- c. The term "days" as used in this section of the Agreement shall mean calendar days during both the academic year and summer quarter. During all recesses exceeding two (2) consecutive days, the processing of grievances shall be held in abeyance unless both parties agree to proceed. Weekends shall be considered a recess of two (2) days.

Section 2. Purpose. The purpose of this grievance procedure is to create a mechanism for settling at the lowest possible administrative level issues which may arise with respect to specific claims of improper application, violation or misinterpretation of this agreement.

- (a) Every effort will be made by both parties to expedite a grievance so as to reach resolution as quickly as possible.

Section 3. Grievance Procedure. Nothing herein contained in this grievance procedure shall be construed to prevent an individual grievant from first seeking to informally resolve a grievance if he/she chooses, provided that such an informal grievance settlement is not inconsistent with the terms of the Agreement and the grievant has not filed a "Grievance Form."

- (a) The grievant has the right to be present and have representative present at any level of the grievance procedure. The University administration reserves the right to have equal representation present at any level.

- (b) The immediate supervisor will receive prior notice that the faculty member will have representation present at any first level meetings; and
- (c) Insofar as practicable, grievance conferences will be scheduled so as not to interfere with the class or work schedule of the grievant or administrative officers whose presence will be required. A grievant shall have the right to be present at any level in the grievance procedure without loss of pay.

Section 4. Level One - Chairperson/Dean. A grievant may initiate said grievance informally by approaching his/her immediate supervisor and discussing the matter on his/her own behalf. A grievant may be accompanied by a witness or an Association representative of choice.

- (a) In the event that the above informal step is unsuccessful, or one of the parties to the grievance does not wish to use this step, the grievant may file formal grievance on the appropriate form supplied by the Association. This form shall be completed in triplicate, with one (1) copy to the grievant, one (1) to the Association, and one (1) to the Chairperson/Dean. A formal grievance shall be filed as soon as possible;
- (b) A meeting shall take place between the grievant and the immediate supervisor at a time mutually agreed to by all parties. If the immediate supervisor fails to respond within fourteen (14) days of the meeting, the grievance automatically will be appealed to the next level; and
- (c) In the event the immediate supervisor is without authority to resolve the grievance, then the grievance shall be initiated at level two.

Section 5. Level Two - Provost. In the event that the formal

grievance is not resolved to the satisfaction of the grievant, the grievant may request within ten (10) days a meeting with the Provost by filing a grievance form. Such a meeting shall occur within five (5) days of receipt of written communication at a time mutually agreed to by all parties. A written answer will be given by the Provost within twenty (20) days after this meeting.

Section 6. Level Three - President. If the grievance is not settled at Level Two, the grievant may notify the President of the University, within ten (10) days following the Provost's decision, that he/she intends to appeal the grievance by forwarding the grievance form. The President will convene a third level meeting within five (5) days at a time mutually agreed to by the parties. A written answer will be given to the grievant within thirty (30) days following the meeting.

Section 7. Level Four - Binding Arbitration. If the grievance is not resolved to the grievant's satisfaction at Level Three, the grievant may appeal the grievance to arbitration. Within fifteen (15) days after receipt of the Level Three disposition, the grievant may file written notice of such appeal to the American Arbitration Association and to the President of the University. The SEA representative and the President then choose an Arbitrator pursuant to the voluntary selection rules of the

American Arbitration Association. However, the arbitrator will not add to, subtract from, or otherwise change any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Any award involving a salary adjustment shall be limited to the life of the contract. All other awards shall be limited to a period not to exceed sixty (60) days from the filing of the grievance. The costs of the services of the arbitrator, and the cost of the hearing room, if any, shall be shared equally by the University and Association/Grievant.

Section 8. Miscellaneous.

- (a) Copies of all written answers at any level of this procedure shall be given to the grievant and Association President.
- (b) Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.
- (c) No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- (d) By mutual agreement of the Association and the University, a grievance may be initiated at any higher applicable level.
- (e) The grievant may withdraw the grievance at any level

without prejudice.

- (f) A copy of the grievance form shall not become part of the unit member's personnel file.

ARTICLE XIV PROMOTION PROCEDURES

Section 1. Eligibility for Advancement in Rank. The promotion process and advancement in rank at Shawnee State University is viewed as recognition for faculty for outstanding and substantive contribution to the institution in their particular field or area of expertise. Concomitantly, a faculty member's advancement in rank must be substantiated and documented in order that such recognition is apparent both to those associated with decision making and the promotional process as well as to other academic and administrative professionals at the institution. Thus, recognition is based upon contributions above and in excess of normal employment expectations.

Each faculty member is encouraged to make him/herself eligible for advancement in rank as stated in the policies of Shawnee State University. Eligibility is based on those areas outlined below.

I. Promotion Procedure

- A. The full-service faculty member must secure certification from the Provost stating successful completion

in meeting minimal criteria for advancement in rank per Article XIV. This statement must be forwarded to the Chairperson of the Promotion Committee.

- B. Candidates must submit to the Committee the promotion folder documenting their contribution to the University and their profession as described in this section.

II. Criteria for Evaluating the Promotion Package.

The committee shall obtain from the Provost's office the folder of the candidate who has applied for promotion. It is the responsibility of the candidate to insure that the folder contains information and documentation for the requirements listed below.

The information listed below **MUST** be documented and contained in the candidate's promotion folder:

- A. A statement and outline summarizing the candidate's position on why he/she should be granted promotion and a statement from the Provost that the candidate meets the minimum criteria for advancement.
- B. Documentation that the candidate possesses the ability to organize course material in a way most appropriate to its presentation, and material demonstrating the ability of the candidate to provide clear statements of course objectives, requirements, grading policy, attendance policy, etc. Course outlines/syllabi for all courses taught for a period of two years prior to the application **MUST** be included.
- C. A positive statement from the candidate's Division Chairperson/Dean.
- D. A copy of the yearly evaluation by the Provost.

- E. A copy of the candidate's yearly self-evaluation.
 - F. A summary of student evaluations (minimum of 1/2 classes taught) for Fall and Winter Quarter for two years during the evaluation period.
- III. In addition to the above required areas, candidates must respond to and provide appropriate documentation for a minimum of seven of the evaluation areas listed below (it is permissible to respond to more than seven):
- 1. Curriculum and Instruction
 - 2. Institutional Services
 - 3. Lectures, Workshops, Short Courses
 - 4. Course Work
 - 5. In-Service Training
 - 6. Work Experience
 - 7. Professional Organizations, Conferences
 - 8. Publications
 - 9. Creative Exhibitions, Performances
 - 10. Related Civic Activities
 - 11. Self-Instruction Program
 - 12. Travel
 - 13. Grants

Definition and description of appropriate activities for the above evaluation areas.

- 1. Curriculum and Instruction.
 - a. Definition: Involvement and participation in the development of new concepts in curriculum and instruction.
 - b. Activities:
 - (1.) Chairing committees or subcommittees (where leadership activities can be shown).

- (2.) Developing new programs or curriculum changes (new courses, modifying old course, etc.).
- (3.) Rewriting and updating course syllabus.
- (4.) Developing and presenting continuing education courses.
- (5.) Working with other institutions on articulation and/or transferring credits.

2. Involvement in Institutional Services.

- a. Definition: Institutional service or outside-the-classroom work with students and the general public from advisement and consultation during office hours.
- b. Activities:
 - (1.) Leadership Activities.
 - (a.) Chairing committees or subcommittees (or secretary, where leadership activities can be shown).
 - (b.) Sponsoring institutional activities or events.
 - (c.) Directing plays, musical events, etc.
 - (d.) Service as department chairperson.

2. Regular Activities.

- (a.) Membership on committees or subcommittees, including institutional advisory committees.
- (b.) Attending or participating in instructional activities or events--credit for scheduled time of activity only.
- (c.) Overseeing activities in the Natatorium, Activities Center, Theatre and elsewhere on the campus grounds, tours and field trips.
- (d.) Miscellaneous work related to institutional programs, activities, or events arranging details, setting up physical preparations, etc.

3. Attendance at lectures or participation in workshops or short courses.

- a. **Definition:** Benefit derived from formally organized and scheduled lectures, workshops, or short courses for which (a) the knowledge gained is applicable to the Individual's assignment or field or teaching methodology and (b) no formal course credit is awarded.
- b. **Activities:**
 - (1.) Lectures, workshops, or short courses provided by an institution of higher education, company, or other organization that can be recognized as having the ability to contribute knowledge related to the instructor's assignment, the subject taught in class or the methodology of teaching the subject in the classroom.
 - (2.) Training courses pertaining to new technology or advances in the instructor's field.

NOTE: Attendance at events sponsored by a professional organization is not included but is recognized elsewhere under heading 7, Participation or Active Involvement in Significant Professional Organizations or Conferences. In-service training is likewise covered elsewhere, under heading 5, In-Service Training.

4. **Formal Course Work.**

- â. **Definition:** Formal course work taken for credit or audited which is considered by the individual and his/her department chairperson to be beneficial to his/her classroom teaching or to his/her extracurricular work with students. The work need not build toward a degree and may be graduate or undergraduate work: whatever courses are most appropriate for the situation of the individual.

b. **Activities:**

1. Completing with a "B" or above any approved graduate course or completing with a "C" or above any approved undergraduate course.
2. Auditing any approved course.

NOTE: Other types of group learning situations, those not for formal course credit, are covered elsewhere under the following headings: 3, Attendance at Lectures or Participation in Workshops or Short Courses; 5, In-Service Training, and 7, Participation or Active Involvement in Significant Professional Organizations or Conferences.

5. **In-Service Training.**

a. **Definition:** Participation in a formal campus training program through which the individual transmits or gains knowledge that is applicable to classroom teaching. The program may deal with teaching techniques or general or specific subject areas.

b. **Activities:**

- (1.) Leading an in-service training program on campus or serving as an instructor in such a campus program.
- (2.) Receiving training in a campus in-service program.

6. **Work Experience.**

a. **Definition:** Meaningful work experience which embodies new skills or knowledge in the instructor's field, and is relevant to the individual's teaching area, helping him/her to apply knowledge in a practical manner so that he/she might relate the subject to students more effectively. The work experience should be of such nature that in the judgement of the department chairperson it will aid the instructor to become more

proficient in his/her teaching situation. The instructor must substantiate the value of the work experience and identify the new skills and/or knowledge obtained. It must be non-repetitive experience.

b. Activities:

- (1.) Substantially related work experience which embodies new skills or knowledge in the instructor's field.
- (2.) Substantially related work experience in the instructor's field but which might not meet the new skills/knowledge test.

7. Participation or Active Involvement in Significant Professional Organizations or Conferences.

a. Definitions: Active Involvement--Committee work or work accomplished as an officer of a professional organization; preparing and delivering a speech, paper, report, or critique; chairing or being a member of a discussion group, debate, or panel; preparing a schedule or making other arrangements for a conference session. Significant Professional Organization--A body of professional persons organized for the dissemination of publications, sharing of research, and general development of a specific discipline or technical field and recognized by those in the field as having the ability to contribute knowledge directly related to a given teaching area. Credit will be granted in this area only if an organization can be shown to be a significant professional group, one established predominately for professionals in the instructor's field. The instructor must show that his/her work at the University benefits in a direct way through membership. Documentation of memberships must be presented.

b. Activities:

- (1.) Being a dues-paying member of a significant

- national, state, or local professional organization.
- (2.) Holding an office in a significant professional organization.
 - (3.) Attending a conference sponsored by a significant professional organization.
 - (4.) Active involvement in a significant professional organization or in a professional conference.

8. Publications.

a. Definition: Publications (including published research) directly or indirectly related to the individual's professional growth. Unpublished materials are not covered here but may in some instances be eligible for credit under heading 1, Significant Work in Curriculum or Instruction, or heading 9, Creative Exhibitions or Performances (as in the case of photographs, plays, and musical compositions).

b. Activities:

- (1.) Publication directly related to the individual's professional area or generally related to the education profession.
- (2.) Publication Indirectly related to the individual's professional area.

9. Creative Exhibitions or Performances.

a. Definition: Exhibitions, performances, or shows representing an individual's creative growth. Covered is the time spent in producing creative work that can be displayed or performed and the activity involved in actually displaying it or performing it. No credit is given to creative work that is not exhibited or performed for the public. Published creative work (e.g., poetry or a novel) is not covered here but is given credit under heading 8, Publications.

b. Activities:

Art shows, photographic exhibits, musical recitals or concerts, or original theatre performances which may be considered:

- (1.) Directly related to the individual's professional area.
- (2.) Indirectly related to the individual's professional area.

10. Related Civic Activities.

a. Definition: Service to the public that is not done primarily for compensation and which is directly appropriate in being related to the individual's instructional area or which is indirectly appropriate in enhancing public recognition of the University or the professional capabilities of the person involved. Instructors proposing to receive credit for outside activities will need to demonstrate to the department Chairperson/Dean or Provost how such activities will comply with the definition of this area.

b. Activities: (Examples)

(1.) Directly Appropriate

- (a.) Delivering a speech or lecture to a community group.
- (b.) Participating in curriculum work for a local, state or national curriculum committee.
- (c.) Serving in one's professional capacity as the judge of a contest.
- (d.) Participating in arranging an area music festival, speech contest, or athletic tournament.
- (e.) Arranging a public display of student work such as a student art exhibit or welding exhibit.

- (f.) Acting in a professional capacity as an officer or chairperson of a community service committee, e.g., program chairperson for a local engineering society.

(2.) Indirectly Appropriate

- (a.) Service as a scout leader.
- (b.) Refereeing or umpiring community sports events.
- (c.) Heading a local charity drive.
- (d.) Active membership in a community organization such as the Rotary Club, League of Women Voters, or the Junior Chamber of Commerce.
- (e.) Leadership activities (only) in church or religious organizations.

11. Individually Tailored Self-Instruction Program of Reading or Study Outside the Classroom.

- a. Definition: The activity must be self-improvement beyond the reading and study strictly necessary to prepare for one's classes and must be structured to achieve a stated objective or set of objectives. The instructor and his/her department chairperson will agree that the individual's self-instruction program is valid and valuable in the individual's particular teaching situation and will outline in advance the activities to be completed for achieving the objectives. The outline must include the objectives of the project, a list of reading or activities to be done, time to be spent, and credit to be earned. Plans for projects in this area must receive prior approval of the Provost.

Reading projects must be directed study, centering on a significant topic in the instructor's field. (Other reading, such as keeping up with professional journals, would be valuable but would not count for this purpose

since it would not be directed study with specific objectives.)

When the faculty member has finished the project, he/she must submit a detailed statement of objectives and how the objectives were accomplished.

b. Activities:

Reading books and articles and professional journals, viewing films, or conducting experiments in a self-generated program that is:

- (1.) Directly related to the instructor's field or classroom performance.
- (2.) Indirectly related to the instructor's field or classroom performance.

12. Travel.

a. Definition: Visit to a site where the knowledge gained is either directly or indirectly related to one's field or classroom teaching. The site may be, for example, a museum, a battle field or other historical site, an institution, a factory, a cultural area of the United States; or it may be, more generally, travel in a foreign country.

b. Activities:

- (1.) A site visitation yielding knowledge which is directly related to one's field or classroom teaching and which is actually used in the classroom to add depth born of personal experience.
- (2.) Site visitation yielding knowledge which is indirectly related to one's field and can be used as pertinent background in the classroom.
- (3.) General travel in foreign countries.

13. Receipt of Grants Conducive to Professional Growth or Institutional Service.

a. Definitions: Receipt of Grant--Written notification from awarding agency for grant approval. Grant--Financial support awarded by a government unit, foundation, corporation, or other organization for a specific educational purpose such as instructional innovation, curriculum development, professional growth, research within a discipline, instructional research, or community activities of a cultural nature. Where instructional support is involved in either money or released time, the individual will receive partial credit, e.g., Humanities Regrants.

b. Activities:

Work necessary to complete the application for a grant which is subsequently approved. Included is the work involved in doing background reading, gathering information, preparing supportive materials, and filling out the application form for the grant. Unsuccessful applications are not covered; neither is the work done on the project after the grant is actually approved or received, although this activity may be eligible for credit under another heading such as 1, Significant Work in Curriculum or Instruction; 2, Involvement in Institutional Services; 4, Formal Course Work; 5, In-Service Training; 8, Publications; 9, Creative Exhibitions or Performances; or 10, Related Civic Activities.

III. Promotion Committee.

A. Composition of the Committee: The Promotion Committee shall consist of seven members: one Dean/Chairperson (selected from Business/Engineering/Allied Health), one Dean/Chairperson (selected from Mathematics/Science/Social Science/Humanities/Education), one faculty elected at large, one faculty holding the rank of Professor, elected at large, one faculty/Director

X
elected by Engineering and Business faculty and one faculty elected by Mathematics and Science, Social Science and Humanities faculty. All members of the Promotion Committee must have a minimum of a Master's degree. The only permanent member of Promotion Committee will be the Provost with no Division Chair/Dean/Program Director serving more than one consecutive term.

- B. Candidate Evaluation: Before a candidate can receive a promotion, he must receive five affirmative votes of the Promotion Committee. Each member of the committee shall respond by checking affirmative or negative responses to the Criteria for Promotion. Following discussion each committee member shall vote regarding the candidate's promotion. All voting will be by secret ballot. The committee will notify the candidate of its recommendation. If the promotion is denied, the candidate's area(s) of weakness shall be so noted in writing. The discussion of the committee shall be forwarded to the candidate.
- C. Candidate Appeal: A candidate can appeal the decision of the committee by requesting in writing a meeting with the committee for purposes of discussing the reasons for the negative decision regarding the promotion. After this meeting, the committee shall reconsider its original decision and make a final recommendation to the candidate in writing within five calendar days of the appeal meeting. All correspondence shall be directed to and disseminated by the committee chairman.
- D. The promotion committee will forward its final decision to the President. If the committee denies the candidate's promotion, the candidate shall have the right to appeal the decision to the committee. If the matter is not resolved to the satisfaction of the candidate, he/she may appeal the decision to the President. The President will notify the candidate

in writing of his final decision prior to the May meeting of the Board of Trustees. The President's position is non-grievable.

IV. Timetable for Promotion Process.

- March Third Friday in March - Faculty member must submit certification of completion of minimal criteria for advancement in rank from the Provost as outlined.
- April Third Friday in April - Faculty submits promotion folders to Promotion Committee.
- May First Friday in May - Committee's recommendation to the President.
- May May Board Meeting - President's recommendation to Board of Trustees.

Any individual receiving a promotion during the year shall be advanced to the appropriate rank and one additional step within the pay class.

V. Minimal Criteria for Rank:

The following are understood to be minimal criteria for advancement in rank. As a person moves toward the minimal qualification for advancement, he should realize that advancement is predicated upon excellence in his services to the University.

TECHNICAL

ACADEMIC

A. Assistant Instructor:*

Certification in specialized fields of instruction is required. This rank is limited to those specific

TECHNICAL

technologies in which the professional accrediting agencies accept certification without the Bachelor's Degree.

B. Instructor:*

1. Bachelor's Degree in field of specialization is required, and/or
2. Associate Degree in related area of instruction plus three years of related work experience, and/or
3. National/State certification with five years of substantive work experience related to the field of specialization is required.

C. Senior Instructor:

1. Master's Degree in area, or
2. Bachelor's, plus five years of substantive work experience related to field of specialization.

D. Assistant Professor:

1. Ph.D. in area of specialization, or
2. Master's Degree in area of specialization with three years of full time teaching as a senior instructor.

ACADEMIC

A. Senior Instructor:

Master's Degree in the academic discipline.

B. Assistant Professor:

1. Ph.D. in academic discipline of teaching area, or
2. Master's Degree in the academic discipline and

TECHNICAL

3. Bachelor's Degree in field of specialization, five years of substantive work experience related to field of specialization, and five years experience as a senior instructor or ten years as a senior instructor at Shawnee State University.

E. Associate Professor:

1. Ph.D. in area of specialization and three years of full time teaching experience as an Assistant Professor.
2. Master's Degree in area of specialization and five years of teaching experience as an Assistant Professor.
3. Bachelor's Degree in area of specialization, five years of substantive work experience related to the field of specialization, and ten years of full time teaching experience as an Assistant Professor, plus 18 semester hours in an appropriately-related field.

F. Professor:

1. Ph.D. in area of specialization and five years of full time teaching experience as an Associate Professor.

ACADEMIC

three years of full time teaching as a senior instructor.

C. Associate Professor:

1. Ph.D. in the academic discipline and three years of full time teaching experience as an Assistant Professor.
2. Master's Degree in the academic discipline and five years of full time teaching experience as Assistant Professor.

D. Professor:

1. Ph.D. in the academic discipline and five years of full time teaching

TECHNICAL

2. Master's Degree, plus 60 quarter/40 semester hours beyond the first Master's Degree in an appropriately related field, and 10 years of full time teaching experience as an Associate Professor.

ACADEMIC

- experience as an Associate Professor, or in his/her academic discipline.
2. Master's Degree, plus 60 quarter/40 semester hours beyond the first Master's Degree in an appropriately related field, and 10 years of full time teaching experience as an Associate Professor.

*Based upon acceptable service to the University for specified number of years.

Faculty members classified as Assistant Instructor or at the Instructor level will be selected and recommended by the Provost for promotion.

Faculty members in these two categories must meet all of the criteria for promotion as outlined in Article XIV, Section 1 of this contract, but will NOT be required to put together a promotion folder.

All other advancement in rank from the Senior Instructor on requires strict adherence to the promotion procedures.

All teaching experience credited towards advancement in rank must be obtained in the service of Shawnee State University.

Section 2. Promotion Procedures Study Committee. A joint Ad Hoc committee consisting of three (3) members selected by the Association and three (3) members selected by the Administration shall be charged with developing and recommending criteria, process and procedure for promotions in faculty rank.

These recommendations regarding promotion shall be presented to the faculty and the administration for review. Upon approval by the Association and the Administration, the recommendations will be presented to the Board of Trustees for adoption. Upon adoption by the Board of Trustees, these approved recommendations will become an amendment to the SEA-University negotiated Agreement and supersede Article XIV.

If the Board of Trustees fails to adopt the recommendations, then Article XIV of the current Agreement will remain in full force.

ARTICLE XV EVALUATION PROCEDURES

Section 1. Faculty Evaluation by the University. The University in consultation with the bargaining unit members shall develop and implement a valid and reliable system of performance evaluation for all bargaining unit members. The system shall include data obtained from

student evaluation forms, faculty self report regarding teaching, University service and scholarship, and supervisory evaluations. Decisions made by the University shall utilize this information in relationship to the University's mission, divisional goals, and generally accepted academic standards. Annual or biannual evaluation shall be considered standard procedure.

A task team shall be responsible for meeting regularly with the Provost during the next academic year to discuss process and procedures for evaluation. The task team shall consist of the SEA President or his/her designee, the University Faculty Assembly President or his/her designee, and a Divisional Chair/Dean appointed by the Provost.

Section 2. Faculty Evaluation by the Students. The Association shall appoint designated representative(s) to assist in the development of faculty evaluation forms to be used in the quarterly and yearly evaluation of faculty. A joint committee of two (2) Administrators, two (2) faculty, and two (2) student government officers shall convene annually on April 1 to review or modify the forms.

ARTICLE XVI ACADEMIC DIVISIONS

The University and Association both recognize that the Division

Chairperson is a supervisor, appointed by the University under an administrative contract for a three (3) year term. Without waiving management rights as expressed in the collective bargaining agreement and in Chapter 4117 O.R.C., the University shall solicit each Division's participation in the appointing, reappointing and/or replacing of Divisional Chairs. Each division shall participate in the Chair Review Process by developing its own procedure for discussing, reviewing and recommending a chairperson candidate to the Provost for his/her approval. This review procedure shall include an evaluation process resulting in a recommendation from the Division faculty to the Provost as a part of the administrative evaluation of each Chair.

It is agreed that during the academic year 1987-88, Chairs in the Divisions of Arts and Humanities, Social Science, Science and Mathematics and Business shall be members of the bargaining unit. During that time they shall function as both faculty members and supervisors. At the end of the 1987-88 academic year, said Chairs shall retain academic rank and teach a limited number of courses but will no longer be members of the bargaining unit should they choose to remain supervisors through the third year of this term or thereafter if reappointment be extended.

In order to encourage a smooth transaction back into the unit, it is

agreed that for purposes of salary system classification and step placement (as well as for any earned fringe benefit hereunder,) each year of a Divisional Chairperson's service as such shall be treated as a teaching related credit year under Article IX above and that the effect of such treatment shall be to cause the former Divisional Chairperson to reenter the bargaining unit in the salary classification and step which otherwise would have been enjoyed had he or she not accepted the Divisional Chairperson's responsibilities in the first instance. This provision is not to be construed as vesting in the Divisional Chairperson an automatic right to return to the bargaining unit if for other valid reasons the University terminates such person's status as an employee.

ARTICLE XVII TERMINATION OF EMPLOYMENT

Section 1. During Individual's Contract Term. A full-service faculty member's contract may not be terminated prior to the end of the contract's specified duration except for just cause or resignation/retirement. Just cause shall include the following.:

- a. Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, University service and/or failure to correct serious, repeated, and/or persistent violations of regulations in the University Policy and Procedures Manual; or

- b. Gross negligence in teaching, scholarship, and University service; or
- c. Conviction of a felony, providing legal appeals have been exhausted; or
- d. Any violation of local, state, and/or federal laws that involves moral turpitude.

Should the University determine that just cause exists, the Provost shall discuss the matter with the faculty member in personal conference. The faculty member may bring to this meeting a representative/witness of his/her choice and/or the President of the Association. The Provost also may have present a representative/witness of his/her choice. If an understanding is not reached at this meeting, within ten (10) working days the Provost shall provide the faculty member and Association with a written notice of the University's intent to terminate the faculty member's contract. This written notice shall include a statement of reasons for such termination. Should the faculty member disagree with the written notice of termination, he or she may use the grievance procedure to resolve the matter.

Section 2. Non-Renewal. If the University does not intend to renew the individual contract of a faculty member in his/her second or subsequent contract year of employment, the faculty member shall be notified of such decision no later than March 15 of the year in which the

faculty member's contract expires. Non-renewal after five (5) years of employment is grievable.

During the first year of employment, the University will not be required to communicate reasons for non-renewal of contracts. During the second year of employment and thereafter, if the University intends not to renew the faculty member's contract, the University will communicate in writing reasons for such action.

ARTICLE XVIII RETRENCHMENT

Section 1. Requisite Conditions for Retrenchment. If the University determines that reducing the number of full service faculty members is imperative, the University officials shall prepare a preliminary report, which will be shared with the Association and the relevant divisions and shall include a rationale based on the following conditions:

- (a) Consistently declining number of student credit hours in a division;
- (b) Unsound student/faculty ratios;
- (c) The state of development of the division(s), the particular teaching area, or the program(s) with which the division or area is associated;

- (d) The probability of enrollment reversals;
- (e) The necessity of some disciplines and programs to be other than self-supporting;
- (f) Normal attrition; and
- (g) Other pertinent factors.

This preliminary report shall be submitted to the respective division(s) for review. If the division members object to the preliminary report as it affects them, such objections and the reasons therefore shall be submitted to a Joint Committee consisting of the Chairperson/Dean, who shall serve as the chairperson of the joint committee, two (2) individuals selected by the Administration, and two (2) individuals selected by the Association. The Joint Committee shall review the objections and make recommendations to the President no later than the end of the first week of January.

Section 2. Guidelines for Retrenchment. Guidelines to be applied under retrenchment conditions shall be as follows:

- (a) Full service faculty members already employed by the University, except in special and unusual circumstances, shall have a priority of employment in their given subject matter over part-time employees, temporary faculty, and/or visiting faculty.
- (b) The University shall make every effort to relocate displaced faculty in other academic/technical, administrative, or staff posts needing personnel as the faculty member's qualifications permit. If a shift

involves movement to an administrative or staff position, the salary and other conditions of employment shall not exceed those which are shown in the budget for the administrative or staff position. If the appointment is academic/technical, the rank and salary shall be the same as held by the faculty member being transferred.

- (c) A faculty member whose program has been retrenched shall have his/her contract placed in suspension. Said faculty member shall be placed on a recall list for three (3) years. During the three year period, the faculty member's advancement in the Salary Index System shall cease. Upon recall of the faculty member, he/she shall reenter the Salary System in the Classification and Step earned at the time of retrenchment, unless any additional degrees, credit hours, and/or related experience were earned during the period of retrenchment.
- (d) The University shall cease the payment of all the faculty member's benefits upon retrenchment. The faculty member may continue all benefits provided by the University at the time of retrenchment, in accordance with the COBRA, subject to the approval of the carriers, by assuming the total cost of the applicable benefits.
- (e) When a division is notified of a reduction in a number of full service faculty members (retrenchment), the person(s) to be laid off shall be determined based on seniority in the respective affected program/departmental area of instruction.
- (f) Any full service faculty member who is laid off for reasons of retrenchment shall be advised in writing by the President of the University of such a decision by February 1 of the current contract year for layoff commencing with the next academic year. The President will stipulate that the contract suspension is a result of program retrenchment.

Section 3. Retrenchment and Seniority. Seniority shall be defined as the length of continuous employment as a full service faculty member with the University or its predecessors. Time spent on an approved leave of absence shall be considered continuous service.

The following situations shall constitute a break in continuous service for which seniority is lost:

- (a) Discharge for just cause. However, if reinstated, seniority shall be considered continuous;
- (b) Retirement;
- (c) Resignation;
- (d) Non-renewal of contract. However, if reinstated, seniority shall be considered to have been continuous;
- (e) Retrenchment. However, if recalled, seniority shall be considered to have been continuous;
- (f) Failure to return to work at the expiration of a leave of absence, unless extension of the leave is granted;
- (g) Failure to return to work within thirty (30) calendar days of receipt of recall from layoff;
- (h) A resignation where the faculty member is reemployed or reinstated after thirty-one (31) days or more.

Seniority shall not accrue during the time spent out of the bargaining unit as an Administrator (including service as division chairperson), but previously accumulated seniority shall not be lost. A full

service member shall not accrue seniority while on retrenchment, but shall retain seniority earned prior to retrenchment.

For retrenchment purposes, if two (2) or more faculty members have the same length of continuous service, seniority shall be determined by the following factors in order:

1. Contract status: Faculty with continuing contracts have the greater seniority;
2. Areas of specialization: Faculty with degrees in their teaching specialization have the greater seniority;
3. Academic Rank: Faculty with higher rank shall have the greater seniority;
4. Level of Degree: Faculty with higher degrees shall have the greater seniority;
5. Date and Time of Hiring: When seniority is equal on all of the above, date and time of hiring shall be used to determine seniority.

ARTICLE XIX NO STRIKE/NO LOCKOUT

Section 1. The Association and its officials shall not authorize or engage in a strike, slow-down, or any other form of a work stoppage during the life of this contract.

Section 2. During the life of this contract, the University administration shall not lock out or otherwise prevent employees from performing their regularly scheduled duties.

Section 3. The Association will not honor a picket line of any other labor organization affecting the operation of the University.

Section 4. After ratification of this Agreement, individual members agree to abide by the No Strike/No Lock Out article.

Section 5. Either party may utilize the procedures outlined in Article XIX for violations of the No Strike/No Lock Out agreement.

ARTICLE XX SEPARABILITY

Section 1. Determination of Invalidity. The parties intend that this Agreement shall be construed under the laws of Ohio and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In particular, this Agreement shall be governed under O.R.C. Section 4117.10(A). In the event a court of competent jurisdiction shall determine that any provision of this Agreement is contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect. The remainder of this Agreement shall not hereby be deemed illegal or unenforceable. The parties agree to meet within thirty (30) days following any decision which renders any portion of this Agreement null and void for the purpose of negotiating an alternate provision on the same topic which is lawful.

Section 2. Necessitated Revision. If a state or federal law is passed covering members of the unit affecting one or more provision(s) of this Agreement, the parties agree to meet within thirty (30) days for the purpose of determining whether such provision must be revised to bring this Agreement into compliance with the law. If the parties determine that the revision is necessary, they will negotiate the new provision. Such revision shall be limited to those areas in which a revision is mandated by the legislation.

ARTICLE XXI
NO REPRISALS

- A. Classes missed on October 2 and 5, 1987 will be made up on days as determined by the Provost.
- B. The University and the Association agree that there will be no reprisals and that each party will dismiss any action pending before SERB on the contract.

The Association and the University agree that there will be no reprisals against any bargaining unit member, part-time faculty member, students or against either side for activity taken during strike on October 2 and 5, 1987.

ARTICLE XXII
ENTIRE AGREEMENT

This contract supersedes and cancels all previous agreements, verbal or written, between the University and the Association and constitutes the entire Agreement between the parties.

ARTICLE XXIII
TERM OF AGREEMENT

This Agreement shall become effective on the date of October 5, 1987 and remain in full force and effect until midnight August 31, 1990.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this Fifth day of October, 1987, at Portsmouth, Ohio.

Shawnee Education Association

By Edward C. Miner, Pres.

John W. Shupert

Robert C. Eason

Lang P. Hemmen

Shawnee State University

By R. Brett English

Thorn Biddle

APPENDIX A

SHAWNEE STATE UNIVERSITY
FACULTY ENRICHMENT FEE WAIVER FORM

NOTE: This form must be completed in its entirety two weeks in advance of the first class.

Instructor's Name: _____ Date: _____

Program Area of Instruction: _____

Academic Year: 19__-19__ Quarter: __Fall__ __Winter__ __Spring__ __Summer

Name of Institution: _____

	Course Number	Course Name	Credit Hrs. Sem./Qtr.	Tuition Cost
A.	_____	_____	____/____	_____
B.	_____	_____	____/____	_____
C.	_____	_____	____/____	_____

Instructor's Signature _____ Date _____

Provost's Signature _____ Date _____

Business Office _____ Date _____

Date and Time of Receipt of Application _____

APPENDIX B

SHAWNEE STATE UNIVERSITY
GRIEVANCE FORM

Grievant(s) Name (Please Print) _____

Division or Program _____

Statement of Grievance: _____

Section of Agreement claimed to have been violated: _____

Relief Requested: _____

.....

Presented to Division Chair/Dean: (Date) _____

Grievant's Signature: _____

Disposition: _____

Response Date: _____

Chair/Dean: _____

I hereby request that my grievance be forwarded to Level 2.

Presented to Chair/Dean: (Date) _____

Grievant's Signature: _____

Date Received by Provost: _____

Disposition: _____

Response Date: _____

Provost: _____

.....

I hereby request that my grievance be forwarded to Level 3.

Sent to the Office of the President: (Date) _____

Grievant's Signature: _____

Date Received by the President: _____

Disposition: _____

Response Date: _____

President (Or His Designee): _____

I hereby request that my grievance be forwarded to Level 4.

Sent to Binding Arbitration: (Date) _____

Grievant's Signature: _____

Date Received by the Arbitrator: _____

Disposition: _____

Response Date: _____

Arbitrator: _____

APPENDIX C

SHAWNEE STATE UNIVERSITY SALARY PLACEMENT INDEX

CLASS: A STEP-INDEX	CLASS: I STEP-INDEX	CLASS: II STEP-INDEX	CLASS: III STEP-INDEX	CLASS: IV STEP-INDEX	
1 0.875					
2 0.90625					
3 0.9375					
4 0.96875					
5 1	1 1				
6 1.03125	2 1.03125				
7 1.0625	3 1.0625				
8 1.09375	4 1.09375				
9 1.125	5 1.125				
	6 1.15625	1 1.15625			
	7 1.1875	2 1.1875			
	8 1.21875	3 1.21875			
	9 1.25	4 1.25			
	10 1.28125	5 1.28125			
	11 1.3125	6 1.3125	1 1.3125		
	12 1.34375	7 1.34375	2 1.34375		
	13 1.375	8 1.375	3 1.375		
	14 1.40625	9 1.40625	4 1.40625		
	15 1.4375	10 1.4375	5 1.4375		
	16 1.46875	11 1.46875	6 1.46875	1 1.46875	
		12 1.5	7 1.5	2 1.5	
		13 1.53125	8 1.53125	3 1.53125	
		14 1.5625	9 1.5625	4 1.5625	
		15 1.59375	10 1.59375	5 1.59375	
		16 1.625	11 1.625	6 1.625	
			12 1.65625	7 1.65625	
			13 1.6875	8 1.6875	
			14 1.71875	9 1.71875	
			15 1.75	10 1.75	
			16 1.78125	11 1.78125	
			17 1.8125	12 1.8125	
				13 1.84375	
				14 1.875	
				15 1.90625	
				16 1.9375	
				17 1.96875	

Base: 1987-88 \$18,605
 1988-89 \$19,715
 1989-90 \$20,945

SIDE LETTER

FACULTY/ADMINISTRATIVE STAFF DEVELOPMENT

The Association and the University agree to retain Article X entitled "Faculty Enrichment Tuition Reimbursement" in the Agreement. In addition, the University agrees to implement the attached policy, ratified by the Board in November, 1986, and will comply with Section 3345.28 O.R.C. The parties will see that course fees are reimbursed under the Faculty Development Program, if appropriate, and will utilize the Tuition Reimbursement only when Faculty Development Program does not apply.

The University will develop a separate policy covering paid leave which will also be applied to the faculty.

FACULTY/ADMINISTRATIVE STAFF DEVELOPMENT

INTRODUCTION

Given the recent action of the Ohio Legislature and the Governor creating Shawnee State University, it is important that the University institute programs for faculty/administrative staff development. Development might take place in a variety of situations and circumstances, and individual faculty/administrative staff members might choose any combination of the options below. Given the individualistic nature of development, the following programs are applicable to those faculty/administrative staff members officially enrolled in (or intending to enroll in) an approved course and planned program of study. The program and/or courses must be directly applicable to their teaching/administrative responsibilities or academic discipline. After consultation and approval of the appropriate program director/divisional coordinator, the program should be submitted to the appropriate Vice President for approval. This should be done as early as possible during the Fall Quarter, 1986. After consultation with the Vice President, if the program is disapproved, the individual may appeal the decision to the Executive Coordinating Committee. If the Committee concurs with the Vice President's decision, the program request is denied. If the Committee approves the program, this recommendation is then sent forward to the Provost. The Vice President's recommendation is likewise forwarded. Approval is subject to and based upon appropriate final funding.

FLEXIBLE SCHEDULING

Where feasible, a faculty/administrative staff member's assignment may be adjusted during the year (including summer) to permit time to pursue advanced course work. This adjustment may include a heavier load during a particular quarter(s) and/or specific assignments during the summer term. Flexible schedules might also include two or three day assignments, or morning or afternoon schedules. Where appropriate all assignments would be in agreement with the current S.E.A. contract with regard to faculty workload expectations.

REDUCED WORKLOAD

Where feasible, an employee's workload/schedule would be reduced to pursue advanced study. When necessary and appropriate, monies would be made available to employ a person on a part-time basis.

REMUNERATION

University policy presently permits a full-time faculty member or administrator to pursue course work at another institution for a maximum of 4 semester/6 quarter hours per quarter, not to exceed 12 semes. or 16 quarter hours per year. The faculty/administrative staff member would be reimbursed 100%.

3345.28 Establish and administer faculty improvement programs.

The board of trustees of any state university, college of medicine, technical college, state community college, community college, or the board of trustees or managing authority of any university branch may establish and administer a faculty improvement program, under which any full-time faculty member with at least seven academic years of teaching service at the college, university, or branch may be granted professional leave for a period not to exceed one academic year to engage in further education, research, or any other purpose approved by the board. A board of trustees or managing authority that establishes such a program shall, by rule, adopt a definition of "academic years of teaching service" and of "full-time faculty members."

No such board or authority shall pay any faculty member for or during a period of professional leave any salary exceeding the amount that would have been paid to such faculty member for performing his regular duties during the period of the leave. No faculty member shall, by virtue of being on professional leave, suffer a reduction or termination of his regular employee retirement or insurance benefits or of any other benefit or privilege he receives as a faculty member at the college, university, or branch where he is employed. Whenever such a benefit would be reduced because of a reduction in the faculty member's salary during the period of professional leave, the faculty member shall be given a chance to have the benefit increased to its normal level, in accordance with rules adopted by the board of trustees or the managing authority. A faculty member who has been granted professional leave shall complete another seven years of service at the college, university, or branch at which he is employed before he becomes eligible for another grant of professional leave at that college, university, or branch. Professional leave taken as part of a faculty improvement program established under this section shall not be deemed to be in lieu of released time or assigned duty in connection with a specific research, scholarly, or creative program.

Boards of trustees and managing authorities may accept moneys from any person, political subdivision, or the federal government to support a faculty improvement program, and may establish such additional rules as are necessary to establish and administer it.

Each grant of professional leave shall be in accordance with a professional improvement policy for professional leaves that has been approved by the board of trustees or the managing authority. No professional leave shall be granted that requires a compensating addition to the permanent faculty or staff of the college, university, or branch. No professional leave shall be approved unless a specific plan for the professional improvement of the faculty member while on leave has been submitted to and accepted by the president of the university, college, or branch. At the completion of the leave, the faculty member shall submit to the president a report detailing the attainments of the faculty member under this professional improvement plan.

Not later than the thirtieth day of June of each year, the chancellor of the board of regents shall report to the chairmen of the education committees of the house of representatives and the

senate on the status of implementation of faculty improvement programs. The report shall include, but need not be limited to, the following: The number of professional leave grants made by each institution; the purpose of each professional leave; and a statement of the cost to the institution of each professional leave, to the extent that such cost exceeds the salary of the faculty member on professional leave.

SIDE LETTER

FAIR SHARE FEE

The University and the Association agree to hold a secret ballot election among bargaining unit members in February 1990 for the purpose of deciding whether unit members who are not members of the Association should pay a fair share fee to the Association. The election shall be monitored by both the Association and the University. Following the election, the University and the Association jointly shall count the ballots and jointly certify the results. If majority of bargaining unit members voting approve, the fair share fee will be implemented within thirty (30) days after the election and cannot exceed the amount of dues set forth in the Agreement.

SIDE LETTER

SUMMER TEACHING ASSIGNMENTS

Assuming equal qualifications and expertise for teaching assignments, full-service faculty members shall have priority over part-time faculty in the assignment of summer teaching.

SIDE LETTER
WORKING CONDITIONS

A joint ad hoc committee consisting of an equal number of members selected by the SEA and Administration shall be charged with developing a policy regarding the adoption for classroom use of materials published by Shawnee State University faculty. This policy shall be presented to the general faculty for review, the Administration for approval and the Board of Trustees for adoption.