



**AN AGREEMENT  
Between**

**BELMONT COLLEGE  
68084 Hammon Road  
St. Clairsville, Ohio 43950  
(740) 695-9500**

**And**

**THE BELMONT COLLEGE, FACULTY  
ASSOCIATION  
LOCAL 6571, OFT/AFT**

**Effective May 13, 2022 – June 30, 2024**

# TABLE OF CONTENTS

ARTICLE I RECOGNITION AND SCOPE OF BARGAINING UNIT .....	1
ARTICLE II MANAGEMENT RIGHTS .....	2
ARTICLE III ASSOCIATION RIGHTS.....	4
ARTICLE IV NO STRIKE/NO LOCKOUT .....	7
ARTICLE V NEGOTIATING PROCEDURE .....	8
ARTICLE VI GRIEVANCE PROCEDURE .....	12
ARTICLE VII BARGAINING UNIT MEMBER CONTRACTS .....	17
ARTICLE VIII INDIVIDUAL RIGHTS.....	18
ARTICLE IX TEACHING AND LEARNING CONDITIONS .....	22
ARTICLE X SHARED GOVERNANCE.....	29
ARTICLE XI PAID LEAVES .....	30
ARTICLE XII BENEFITS .....	36
ARTICLE XIII SALARY AND COMPENSATION .....	38
ARTICLE XIV DURATION .....	39

ARTICLE XV MISCELLANEOUS .....	39
APPENDIX B (SALARY SCHEDULE) .....	41
APPENDIX C-1 (CURRENT FACULTY AND NEW HIRES) .....	42
APPENDIX C-2 (CALCULATION OF OVERALL EXPERIENCE FOR PLACEMENT INTO A RANK) .....	43

## **ARTICLE I: RECOGNITION AND SCOPE OF BARGAINING UNIT**

### **A. Recognition**

1. Belmont College, hereinafter referred to as "College," recognizes the Belmont College Faculty Association (BCFA)/OFT/AFT, hereinafter referred to as "Association," as the sole and exclusive bargaining agent for the members of the bargaining unit described below.
2. All members of the bargaining unit shall be governed by the terms of this Agreement and this Agreement shall supersede and override all other policies or practices that specifically conflict with these provisions.

### **B. Bargaining Unit**

1. The bargaining unit shall include all full-time faculty as defined by this Agreement ("Members")

### **C. Exclusions from Bargaining Unit**

1. The bargaining unit shall exclude all other employees of the College, all students (other than bargaining unit members enrolled in classes), all individuals who are not "public employees" as defined by Revised Code Chapter 4117 and all employees whose employment is dependent on externally-funded sources.

### **D. Recognition Challenge**

1. Any recognition challenge by the College shall be pursuant to Ohio Revised Code Chapter 4117.

### **E. Membership**

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

### **F. Joint Statement on Faculty**

1. The College and the Association strongly believe that full-time faculty of the highest quality support our core mission.

## ARTICLE II: MANAGEMENT RIGHTS

### **A. College's Rights and Privileges**

Except as otherwise expressly provided herein, the College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities in such manner as the College shall determine. The exercise of these plenary powers, rights, authority, responsibilities and prerogatives of management is reserved and retained exclusively by the College. The exercise of these powers, rights, authorities, responsibilities and prerogatives and the adoption of such policies, rules or regulations needed to enforce them shall not conflict with the provisions of this Agreement, and any dispute regarding the same shall be subject to the grievance procedure contained in this Agreement – unless the Agreement conflicts with federal, state or local law, in which case the law will govern.

Except as otherwise expressly provided herein, the College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;
2. Direct, supervise, evaluate, and hire employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, and schedule, promote, fill vacancies, or retain employees;
6. Determine the adequacy, size, qualifications, and composition of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force and maintain discipline, safety, and order;
9. Take actions necessary to carry out the mission of the College as a governmental unit;
10. Establish, modify and enforce reasonable rules of conduct and standards of performance;
11. Initiate, determine, develop, adopt, modify, and delete degree programs, certificate programs, credit courses, and non-credit

activities and approve and authorize the courses and programs offered by the College. The College will bargain over the effects of any action or decision to delete credit programs, courses or certificates mid-term, unless otherwise provided for in the Agreement (including any process or procedure already in the Agreement);

12. Determine program and course curriculum content, objectives, grading standards, and procedures – but only after good faith consultation and input from the Association's appointed representative and pertinent bargaining unit members; and
13. Exercise all other (plenary) authority not expressly restricted herein.

These management rights are subject to the express terms of this Agreement, and they shall extend into and remain in effect during any time period in which this Agreement has expired yet a subsequent agreement has not yet been ratified.

## ARTICLE III ASSOCIATION RIGHTS

### **A. Association Rights and Privileges**

1. In addition to other rights and privileges accorded the Association elsewhere in this Agreement, the Association shall have the rights specified below.

### **B. Access to College Premises**

1. Duly authorized representatives of the Association shall have access to the College premises for purpose of transacting Association business consistent with this Agreement, provided that Association business shall not interfere with normal hours and operations of the College or the performance of duties by any employee.

### **C. Use of College Facilities**

1. The Association shall be permitted to use College facilities, for purposes of transacting official Association business for the bargaining unit (but not for strike or picketing purposes), provided that such meetings do not interfere with the normal hours and operation of the College or the performance of duties by any employees. In consideration for the use of facilities, the Association agrees to save the College harmless from and against all loss, liability, damage or injury to person or property by reason of the actions of bargaining unit members (including reasonable defense costs and attorneys' fees, unless the College agrees to have the Association take over the defense of any such injury or damage claim).
2. The College shall provide the Association with a filing cabinet with a lock.

### **D. Use of College Mail Facilities**

1. The Association shall be permitted access to the Members' mailboxes for communication regarding Association business. The Association shall not use the College's mailboxes for communication with any non-bargaining unit College employees. The Association will also be permitted use of one half of the Bulletin Board located on the wall next to the faculty offices, provided that the same shall not be used for the purpose of disseminating political information or information which is critical of the College, Administration, Board of Trustees or other employees.

### **E. Use of Photocopying Machines**

1. The College shall assign a print ID number for the Association's use of the College's photocopying machines, which will permit up to 2000 pages each contract year to be photocopied for Association

purposes. After 2000 pages each contract year, the Association will be charged at the College's actual cost – with no profit to the College.

**F. Directories**

1. The Association shall receive one (1) printed directory containing the names, addresses and phone numbers of members of the bargaining unit each year. Any member of the bargaining unit shall, however, have the right to have his or her address and phone number removed from the directory provided the Association. Human Resources shall provide the name, address and phone number of any newly hired bargaining unit member within ten (10) business days of the Board's approval.

**G. Dues, Assessments and Fee Deduction**

1. The College shall deduct from the pay of members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorizations executed by Association members for this purpose. Such authorization shall continue from year to year at any member's request under the continuing membership provision on the authorization form. All authorized deductions shall be made from the Association's members' pay in twenty-six (26) equal payments for the remainder of the academic year commencing with the second full pay period after the ratification of this Agreement by the Board of Trustees (hereinafter referred to as "Board"). Pay deductions shall be transmitted to the Association monthly from July 1 through June 30. The College's obligation to make deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of dues deductions. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement (including reasonable defense costs and attorneys' fees, unless the College agrees to have the Association take over the defense of any such injury or damage claim).
2. The College shall notify the Association of all new hires included in the bargaining unit within ten (10) business days of hire. The notification shall include the name, position, and contact information for each new hire. The College will supply each new hire in the bargaining unit with an electronic copy of the Collective Bargaining Agreement.

Upon ratification of the Collective Bargaining Agreement, the College will email an electronic copy to all Union members.



3. The Association shall be responsible for collecting dues information from all new members of the bargaining unit.
4. The College agrees, upon receipt of prior written authorization, to deduct from the pay of Members, contributions to the Committee on Political Education (COPE). The deduction shall be made per pay in the same manner as other authorized payroll deductions. COPE contributions are strictly voluntary. The College's obligation to make COPE deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of COPE deductions.

#### **H. Non-Discrimination**

1. Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on behalf of the Association or its affiliates or because the employee refrains from joining or engaging in activity on behalf of the Association.

#### **I. Association Leave**

1. Bargaining unit members shall receive up to three (3) paid days off per year and up to two (2) unpaid days off per year for statewide and national union business.
2. The Association shall give the Administration two (2) weeks' notice in advance of taking Association Leave. Leave will not be allowed in a manner which disrupts the College's educational mission, and the College and Association must work together to meet the Association's need for Association Leave without disrupting the College's educational mission.

#### **J. Association Business during Workday**

Association representatives shall be permitted to conduct Association business during the regular workday for Members, provided that such business activity does not interfere with scheduled student contact or any other duty or responsibility to the College. The Association shall be permitted to conduct Association business before or after the hours of college events (e.g., Spring and Fall Forum) that all Members are required to attend. Association representative shall be defined as an elected Association officer or bargaining representative.

## ARTICLE IV: NO STRIKE/NO LOCKOUT

### **A. Association and College Cooperation**

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

### **B. Notification**

1. In the event that any strike, slow down, walk out, call in, sick out, failure to report, work stoppage, mass resignation, picketing or other interference described in Section A.1 of this Article occurs, the Association shall promptly notify all Members that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly order all employees to return to work at once. The provisions of this Section shall be in full effect in the event a strike is called involving any other bargaining unit on the College campus during the term of this Agreement.

### **C. Lockout**

1. The College shall not lockout any or all Members during the term of this Agreement.

### **D. Limitations**

1. Nothing in this Article shall be construed as a limit on the Association's statutory right to strike after the expiration of this Agreement or any extension thereof, upon compliance with the statutory procedures and requirements of Ohio Revised Code Chapter 4117.

## **ARTICLE V: NEGOTIATING PROCEDURE**

### **A. Statement of Procedures**

1. The Board and the Association agree that the procedures stated in the succeeding sections of this Agreement shall govern the negotiations process between the parties.
2. Good faith requires the Board and the Association to perform the mutual obligation to negotiate at reasonable times and places with respect to wages, hours, terms, and other conditions of employment which are the subject or potential subject of this (or any subsequent) agreement.
3. If a proposal is unacceptable, the other side is obligated to offer a counter-proposal or explanation as to why the proposal is unacceptable. This obligation does not compel either party to agree to a proposal or to make a concession.

### **B. Subject of Negotiations**

1. Representatives of the Board and the Association will negotiate in good faith all matters relating to wages, hours, terms, and conditions of employment which are the subject or potential subject of this (or any subsequent) agreement.

### **C. Requests for Negotiations**

1. Either party may initiate negotiations by letter to the other party not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of this Agreement. Requests initiated by the Association shall be directed to the President of the College. Requests initiated by the College shall be directed to the President of the Association. The notice shall include:
  - a. The date of the letter;
  - b. A clear statement that the letter is the notice to commence negotiations (The State Employment Relations Board's Notice to Negotiate form may be used to meet this requirement); and
  - c. The name, email address, and phone number of the representative of the requesting party with whom the initial meeting shall be arranged (Designation of the party's principal representative on the Notice to Negotiate form may be used to meet this requirement.)
2. At this time, the requesting party shall notify the State Employment Relations Board of commencement of negotiations:

- a. Within fifteen (15) working days after receipt of a notice to bargain as provided in Chapter 4117 of the Ohio Revised Code, an initial meeting shall be held;
- b. The fifteen (15) day period may be extended by mutual consent;
- c. After the third (3<sup>rd</sup>) meeting, no new items shall be submitted unless by mutual agreement of the parties;
- d. This agreement shall establish wages, hours, terms and conditions of employment of the bargaining unit.

**D. Negotiation Meetings**

1. Negotiation meetings shall be scheduled (and promptly begin) at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at such times and locations that are mutually agreed to by the parties.
3. Either party may recess for caucuses. A caucus shall be for a period of time of no more than thirty (30) minutes unless otherwise mutually agreed.
4. A record of meetings may be kept by a party as it may determine providing, however, such record shall be for the use of the party keeping it and shall not be deemed an official record of the proceedings.
5. Notwithstanding Section D-1 above, bargaining for a successor agreement shall not begin before one hundred twenty (120) days before the expiration of the bargaining agreement, unless agreed upon by both parties.

**E. Representatives**

1. The bargaining representatives of the Association and the Board shall be as designated by each respective party. These representatives shall be known as the negotiating teams. Each team shall consist of no more than three (3) members, plus the College's attorney and the Association's Field Coordinator (neither of whom shall count toward the three member limit). The College shall determine its team's representatives. The Association executive committee shall select its team's representatives. The College and the Association shall identify the members of the negotiating team at the start of negotiations, and either party may appoint a substitute to replace a team member who is unable to attend any negotiating session. The Association reserves the right to have its Field Representative from the Ohio Federation of Teachers on its negotiating team.

2. Either party may bring in experts or resource people, but only for the purpose to provide pertinent information, if mutually agreed upon.
3. The Association may bring in legal counsel.

#### **F. Information**

1. The Board and Association agree to supply available public information that is specifically requested and/or routinely prepared, including pursuant to Chapter 149 and Chapter 4117 of the Ohio Revised Code.

#### **G. Agreement**

1. Tentative agreement on negotiated items shall be reduced to writing by either party and initialed (or signed) by the designated representative of each party.
2. When the disposition of all items submitted for bargaining has been agreed to by the parties, the proposed agreement shall be reduced to writing and first submitted to the Association for consideration by its membership. If ratified by the Association, the proposed agreement shall be submitted to the Board of Trustees for its consideration. If approved by both parties, the appropriate representatives of each party shall sign the collective bargaining agreement.
3. A Member serving on the negotiating team will be released from all responsibilities during negotiating sessions with the College except teaching and office hours. A Member on the negotiating team is responsible for obtaining any College committee information not obtained because they were participating in negotiating sessions. A Member serving on the negotiating team (except substitutes) will attend all negotiating sessions until negotiations are completed. No Member serving on the bargaining team shall be penalized for participation in negotiations up through and including impasse.
4. Within thirty (30) working days after signing, the collective bargaining agreement shall be made available to all Members and Board members. The College will be responsible for the production of the final collective bargaining agreement, which may be in electronic form. The Association will be responsible for the distribution of the final collective bargaining agreement.

#### **H. Dispute Settlement Procedures**

1. Dispute settlement procedures shall be followed as defined in Section 4117.14 of the Ohio Revised Code, but where those procedures are subject to mutual agreement of the parties, they will only apply upon mutual agreement of the parties.

Additionally, the College and Association agree to attempt to settle disputes using mediation services before entering into fact finding as defined in Section 4117.14 of the Ohio Revised Code, unless both parties agree that mediation would be fruitless.

## **ARTICLE VI: GRIEVANCE PROCEDURE**

### **A. Definition**

1. A “grievance” shall mean an allegation by a member of the bargaining unit of a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. a “grievant” shall mean either (1) an individual bargaining unit member, (2) a group of members of the bargaining unit having the same grievance, or (3) the Association.
3. A “day” shall mean a weekday excluding holidays unless otherwise expressly stated.

### **B. Grievant’s Rights**

1. A grievant shall have the right to be represented or accompanied by an Association representative at any stage of this grievance procedure.
2. A grievant shall have the right to attend any hearing conducted pursuant to the grievance procedure established herein.
3. No reprisals of any kind will be taken by or against any participant(s) in the grievance procedure or any bargaining unit member(s) of the Association because of such participation.

### **C. Timeliness**

1. The timelines contained in the procedure below shall be strictly complied with, except for good cause shown, or upon mutual agreement of the parties. For purposes of this section, “good cause” shall be limited to immediate family death or immediate family health emergency; contagious illness or serious injury; College closing due to inclement weather; or being unable to abide by the timelines due to a natural disaster.

### **D. Procedures**

1. Informal
  - a. If a grievant has a grievance, they shall discuss it informally with the administrator directly involved, identifying the conversation as an informal attempt to grieve an issue, within 10 business days. The object of both parties shall be to resolve the matter as soon as possible in an informal manner.
  - b. The initiation of Step 1 of this grievance procedure, or a written communication from the administrator directly involved stating that the informal procedure has been concluded shall automatically and immediately conclude the informal grievance process.

2. Formal

- a. Step 1: if the issue is not resolved informally, the grievant shall email the grievance to Human Resources within ten (10) business days following the conclusion of the informal grievance process, which is the basis of the grievance, to be routed to the appropriate administrator. The grievant may also submit a hard copy of the grievance. If either the email or hard copy is timely, the grievance is timely. The grievance shall be filed on a grievance form, which sets forth:
- i a clear and concise summary of the facts upon which the grievance is based (with any supporting documents if appropriate),
  - ii References to the specific provision of the bargaining agreement, which was violated, misinterpreted, or misapplied,
  - iii the relief demanded,
  - iv the date of the occurrence upon which the grievance is based,
  - v the name of the grievant and their department,
  - vi the date the grievance is filed, and
  - vii the grievant's signature.

If said grievance is not timely filed, the grievance shall be deemed void and no longer to exist. Upon written request of the grievant or the College, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the appropriate administrator within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within ten (10) business days from receipt of the written grievance. Failure to timely render a decision shall advance the grievance to Step 2 of this procedure.

- b. Step 2: If the grievance is not resolved in Step 1, the grievant may appeal to the Vice President of Human Resources within ten (10) business days from the date of the decision rendered at Step 1. An exact copy of the grievance form filed at Step 1 and a copy of the Step 1 decision shall be filed with Human Resources. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 1. Upon written request of the grievant or the appropriate administrator, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the Vice President of Human Resources within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is



conducted, within ten (10) business days from receipt of the appeal. A copy of the decision shall be sent to the grievant, the President of the Association and the appropriate administrator. Failure to timely render a decision shall advance the grievance to Step 3.

- c. Step 3: If the grievance is defined as a disciplinary action or non-disciplinary violation of the Agreement, the grievance may be advanced to the President of the College. An exact copy of the grievance form filed at Step 1 and all previous decisions shall be filed with the President of the College. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 2. Upon written request of the grievant, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the President or the President's designee, within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within ten (10) business days from receipt of the appeal. A copy of the decision shall be sent to the grievant, the President of the Association, and the Vice President of Human Resources. The grievant will have ten (10) business days from the conclusion of Step 3 to initiate Step 4 as provided herein (i.e., only if the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement.)
- d. The President shall have the right to decline to hear the grievance and instead advance the grievance to step four *if the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement.*

#### **E. Arbitration or Appeal to College's Board of Trustees**

- 1. If the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement, and the grievance is not resolved at Step 2 or 3, the Association may request either (a) that the matter be submitted to arbitration or (b) that the matter be submitted to the College's Board of Trustees. Such request shall be made within ten (10) business days from the date of the decision rendered in Step 3, or if no decision was rendered in Step 3, within ten (10) business days from the conclusion of the grievance hearing or, if no grievance hearing was conducted, within fifteen (15) business days from the filing of the appeal at Step 3. Failure to timely file a demand for arbitration or an appeal to the College's Board of Trustees shall be deemed as an acceptance of the decision rendered at Step 2 and/or 3. If the Association elects the arbitration option, the arbitrator shall be selected and proceedings conducted under the Voluntary Arbitration Rules of the American Arbitration Association (AAA) or the Federal Mediation Conciliation Service (FMCS). The following matters shall neither be arbitrable nor appealable to the Board of Trustees: (a) Grievances not supported by the Association in the appeal to Step 3; (b) the suspension or removal of a probationary bargaining unit member; (c) decisions whether or not to

layoff and/or recall (except that alleged violation of the layoff or recall procedures in the Agreement when implementing a decision to layoff and/or recall shall be arbitrable); and (d) any action that is appealable to SERB and has been appealed to SERB (with SERB having jurisdiction.)

2. Neither the arbitrator nor the Board of Trustees shall have any power to alter, add to, or subtract from the terms of this bargaining agreement, nor to make any award which is inconsistent with the terms of this agreement or contrary to law. The arbitrator (or the Board, as the case may be) shall expressly confine him/her/itself to the precise issue or issues submitted for arbitration (or appeal, as the case may be) and shall have no power to make any award which exceeds the remedy requested. The arbitrator's or the Board of Trustees' decision (as the case may be) is binding on the College, the Association and the grievant.
3. If the award includes money damages, such award shall be limited to back pay and the actual dollar value of a back benefit denied a grievant.
4. The arbitrator (if the matter is arbitrated) shall issue their award not later than thirty (30) business days from the date of the conclusion of the grievance hearings or from the date the arbitrator has established as the final date for acceptance of statements, proof and/or written arguments which are to be submitted for their consideration – whichever date is later -- unless mutually-agreed upon by the parties. If made in accordance with their jurisdiction and authority granted under this contract, such award shall be binding upon the parties but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.
5. The costs for the fee and necessary expenses of the arbitrator shall be borne by the losing party. (If there both sides partially win and partially lose in a material (not a nominal) manner (one non-exclusive example being reinstatement without backpay), the parties shall equally split the arbitrator's fee and expenses.) All other costs shall be the liability of the party incurring them.
6. If the matter is appealed to the College's Board of Trustees (rather than being arbitrated), the grievance shall be placed on the agenda of the next regularly-scheduled meeting of the Board of Trustees not less than ten (10) business days following the receipt of the written appeal. The Board shall make a determination on the appeal in writing within thirty (30) business days from the date of the meeting at which the appeal was heard. The President of the College shall cause copies of the determination to be distributed to all parties. The determination of the grievance by the Board of Trustees shall be final and binding (and not arbitrable), though any bargaining unit member or the Association may pursue health and safety matters in Section F.2 with OSHA. Because the Association knows the Board of Trustees is the governing body of the College, "evident partiality" (R.C. §2711.10(B)) shall NOT be a basis for appealing a Board of

Trustees' decision and the Association waives any right to appeal a Board decision on the basis of "evident partiality."

#### **F. Matters of Health and Safety**

1. The College shall maintain a safe and healthful work place in accordance with accepted standards established by those public agencies responsible for the health and safety of the general public. All bargaining unit members shall follow published College health and safety procedures, and any violation of those health and safety policies by bargaining unit members may result in disciplinary action by the College. "Published" health and safety procedures mean written procedure previously delivered to the Association President and the College's safety rules and procedures for all labs, as appropriate. Disciplinary action for violation of this section shall be progressive – unless the violation involves a significant risk of danger to (proverbial) life or limb.
2. If a Member alleges that their health or safety is jeopardized by conditions which did not meet such established standards and can be corrected by the College, a grievance may be filed in accordance with the procedures set forth in Sections D 1 through D 2 of the Grievance Procedure as contained in this Article.
3. If the grievance is not resolved at Step 3 of such procedure, the Association may either (a) submit the matter to arbitration or (b) appeal to the College's Board of Trustees, according to the procedures and requirements set forth in Section E of this Article.
4. Partially lose in a material (not a nominal) manner (one non-exclusive example being reinstatement without backpay), the parties shall equally split the arbitrator's fee and expenses.) All other costs shall be the liability of the party incurring them.
5. If the matter is appealed to the College's Board of Trustees (rather than being arbitrated), the grievance shall be placed on the agenda of the next regularly-scheduled meeting of the Board of Trustees not less than ten (10) business days following the receipt of the written appeal. The Board shall make a determination on the appeal in writing within thirty (30) business days from the date of the meeting at which the appeal was heard. The President of the College shall cause copies of the determination to be distributed to all parties. The determination of the grievance by the Board of Trustees shall be final and binding (and not arbitrable), though any bargaining unit member or the Association may pursue health and safety matters in Section F.2 with OSHA. Because the Association knows the Board of Trustees is the governing body of the College, "evident partiality" (R.C. §2711.10(B)) shall NOT be a basis for appealing a Board of Trustees' decision and the Association waives any right to appeal a Board decision on the basis of "evident partiality."

## **ARTICLE VII: BARGAINING UNIT MEMBER CONTRACTS**

### **A. Probationary Period**

1. Every incoming bargaining unit member at Belmont College shall be placed on a one (1) year probationary period.

### **B. Bargaining unit members Contracts**

1. After a full-time bargaining unit member has concluded their probationary period, they become eligible for a one (1) year contract followed by a two (2) year contract, for a maximum total of 3 years.
2. After a full-time bargaining unit member has completed their third year, they shall be eligible for a 3-year contract.
3. Any full-time bargaining unit members who have signed a five (5) year employment contract or agreement in 2019 or 2020 will have that contract honored throughout its end date, with all contracts subject to all terms, conditions and limitations in this CBA.
4. A full-time bargaining unit member who has concluded their probationary period may only be terminated during their contract term for just cause. A full-time bargaining unit member who has concluded their probationary period may be denied their next contract ("non-renewed") by the College, at its discretion, but only for good-faith, non-capricious reason(s).
5. Contracts shall be extended to full-time bargaining unit members by April 22 and shall be returned to Administration by May 7. If either date falls on a weekend, the applicable date will be the following Monday.

## ARTICLE VIII: INDIVIDUAL RIGHTS

### **A. Reduction in Force**

1. Whenever the College determines that a reduction force shall occur as a result of financial exigency, determined in good faith by the College, a material decrease in student enrollment, or a program reduction, consolidation or elimination, or it becomes necessary to reduce the number of bargaining unit members, bargaining unit members shall be laid off in accordance with the provisions of this Article.
2. The College shall define the area, department, unit and classification within which a reduction in force will occur. Where a random reduction in the part time and/or full time faculty base will not adversely affect a program's accreditation and/or a department's or program's operational stability, the College will layoff and/or decline to re-hire part time faculty, temporary faculty/temporary non-faculty employees, and Members in that order within the affected area, department, unit and classification.
3. When a determination is made that a reduction in bargaining unit member force is required due to substandard enrollment and/or rigorous economies, the College shall notify the Association in writing. The College shall specify the amount of reduction required and shall accompany the notice with the budgetary information used in arriving at the retrenchment decision. The Association will have a fair opportunity to evaluate the information, develop and recommend alternative methods to deal with the problem, as it relates to their bargaining unit.
4. Upon the introduction of new equipment, technological changes or organizational restructuring that affects current operations and/or potentially displaces bargaining unit members, the College will provide notice to the Association as soon as practicable, but not less than thirty (30) days in advance. The College will meet with the Association to bargain over the effects of any such change.
5. Within the affected area, department unit and classification, the length of continuous full time service with the College shall determine which Members shall be laid off -provided the remaining department members have the necessary qualifications and present abilities to perform the remaining duties. In that case, Members shall be laid off in the inverse order of their length of continuous full time service with the College, within their respective classification. Between Members with equal lengths of College service, ties will be broken by considering the lengths of service within the affected area, department, unit and classification.
6. Laid off bargaining unit members who have the qualifications and/or expertise, will be afforded the opportunity to transfer to another bargaining unit position, provided there is at least one available vacant position.

Laid-off bargaining unit members will be offered, in accordance with their Association seniority, reinstatement if, within a period of two (2) years from the date of layoff, an appointment becomes available in the same or equivalent academic department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred – provided the bargaining unit member(s) has the necessary qualifications and present abilities to perform the duties for the appointment.

The College agrees not to offer an appointment in the affected bargaining unit classification area(s) until all laid-off fully qualified bargaining unit members with present abilities to perform the appointment therein, have in accordance with their seniority, been offered reinstatement. A bargaining unit member will be recalled to work according to the principle of last-laid-off/first-recalled within classification, provided that the bargaining unit member is presently qualified and able to perform the duties of the position to be filled.

The College will notify such a bargaining unit member of their recall in writing; the bargaining unit member must inform the College in writing of their desire to return to work within ten (10) business days of receipt of the recall notice. Otherwise, they will forfeit that particular recall opportunity. A bargaining unit member will lose recall rights two (2) years after their layoff.

7. No reduction in force of bargaining unit members shall be caused directly by the offering of courses on any and all College Campuses by another institution.
8. The College will not directly replace a laid-off bargaining unit member with a new hire(s) outside of the bargaining unit, unless such replacement is permissible pursuant to Article VIII Section (A)(5).
9. The College agrees to give one (1) academic year's notice of potential program termination. However, in cases of unforeseen or unavoidable circumstances, the College agrees to give as much notice as reasonably practicable to bargaining unit member(s) subject to layoff hereunder. Unforeseen or unavoidable circumstances include but are not limited to (after all, they are unforeseen and unavoidable): Pandemic, natural disaster, terrorism, act of God.
10. The College will notify the Association's president of all academic, administrative, or exempt staff vacancies via electronic mail.
11. For purposes of this article, a bargaining unit member who is laid off shall not be considered to have broken continuous service with the College but shall not accumulate any additional service time during

the period of layoff up to a period of two (2) years from the date of layoff.

12. Seniority for Members shall be defined as the total number of continuous contracted years of service as a full-time bargaining unit member at Belmont College.
  - a. A bargaining unit member who resigns, retires, whose employment contract is non-renewed or terminated for cause shall forfeit all accrued seniority.
  - b. A bargaining unit member on authorized leave shall not continue to accrue seniority, but shall not forfeit accrued seniority either.
  - c. The Association shall be provided with a list of all bargaining unit members and their seniority dates by September 15 of each year.

## **B. Progressive Discipline**

1. Disciplinary action taken against a full time bargaining unit member shall normally be progressive, unless the nature of the transgression reasonably warrants a more severe, non-progressive sanction (up to and including termination). Determining non-progressive discipline is warranted due to the nature of the transgression shall be at the sole and exclusive discretion of the College's President or Chief Human Resources Officer.
2. Members may receive discipline for just cause. It shall be the obligation of the College to establish just cause in order for disciplinary action to take place.
3. Progressive discipline shall be defined as:
  - a. Documented verbal warning
  - b. Signed written warning
  - c. Signed final written warning and/or suspension
  - d. Termination

## **C. Employee Files**

1. The sole official employee file on each bargaining unit member will be maintained by the College's designated office, which is currently the Human Resources Office.
2. A bargaining unit member shall have access to their employee file, by arrangement, during the regular working hours of the Human Resources Office. The full time bargaining unit member may not remove material from their file except for immediate inspection, and they may not remove the file from the area designated for the review

or destroy material from their file. Subsequent to such review, the bargaining unit member shall be provided, at cost and upon request, copies of non-excluded material contained in their file.

3. A Member shall have the right to enter into their employee file a typed or printed statement to respond to or elaborate on any other item in their file.
4. The employee file shall contain information that has been provided by the full-time bargaining unit member to the Human Resources Office on the individual's prior employment, education, training, and official transcript of college work.
5. Copies of the full-time bargaining unit member's contracts with the College shall also be maintained in the employee file.
6. Copies of Faculty Performance Analysis and Review forms shall be maintained in the Human Resources Office, but in a separate, possibly electronic, file from the employee file.
7. If a document was relied upon by the College in developing a full-time bargaining unit member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the full-time bargaining unit member's employee file at the same time as the evaluation, except that written student evaluations or complaints or comments are not required to be placed in the employee file. If the Faculty Performance Analysis is not otherwise dated, it shall be dated at the time it is placed in the employee file.
8. Other than student evaluations or summaries or compilations of such evaluations, no anonymous statements shall be placed in the employee file.
9. Removal of items. Unless prohibited by law, the administration shall, upon written request by a Member, remove the following documents from their employee file: (a) records of grievances filed by the individual, providing one (1) year has elapsed since the filing thereof; (b) records of student grievances filed against the Member providing one (1) year has elapsed since the filing thereof; (c) records that are determined to be inaccurate, untimely, false anonymous and are irrelevant to the operations of the College.



## **Article IX: Teaching and Learning Conditions**

### **A. Academic Year**

1. The academic year at Belmont College shall consist of 170 days for full time bargaining unit members and 160 regular instructional days – unless more days are required by law or for accreditation (in which case the minimum required days will apply.) Each non- instructional day of work requires at least 6.5 hours of work per day. On non- instructional, academic calendar days with activities scheduled, bargaining unit members will be expected to work on-site. On other non-instructional days, bargaining unit members may work from home if they provide their supervisor with prior notice and subsequent documentation of their work.
2. The academic year at Belmont college shall consist of two (2) semesters, Fall and Spring.
3. There shall be one optional summer session each year.
4. During the 5 non-instructional days before each semester (Fall and Spring, not Summer), bargaining unit members shall have at least one day with no meetings scheduled so they can prepare for the semester.

### **B. Teaching Load**

1. The teaching load for full time bargaining unit members shall be 15 credit hours or 18 contact hours per semester.
2. Full time bargaining unit members shall also have the flexibility to schedule their full-time teaching load as 30 credit hours or 36 contract hours for the Fall/Spring academic year when mutually agreed upon by bargaining unit members and the appropriate administrator.

### **C. Credit and Contact Hours**

1. One (1) contact hour shall be defined as follows:
  - a. Fifty (50) minutes of lecture,
  - b. Fifty (50) minutes of laboratory experience,
  - c. 150 minutes of a workshop, or
  - d. Any one (50 minute) credit hour.
2. Nursing Faculty Lead shall receive one and one fifth of a contact hour for every fifty (50) minutes of a clinical.
3. Full time bargaining unit members shall receive one (1) credit hour for each four (4) contact hours of field experience.
4. It shall be the responsibility of the administration to ensure that all full-time bargaining unit members have 15 credit hours per semester or 30 credit hours per contract year.

#### **D. Semester Schedule**

1. The semester schedule for a bargaining unit member's teaching duties is determined by the designated administrator in consultation with the bargaining unit member and subject to approval by the Vice President of Academics. The best-qualified member, as determined by education, training, experience, and relevant pedagogy shall be offered course assignments on a rotating basis each semester. When each of the above are deemed equal, the bargaining unit member with the most years of seniority shall be offered the assignment. Should that bargaining unit member refuse the assignment, the assignment shall be offered to the next most senior bargaining unit member.
2. Full time bargaining unit member schedules for each department and program shall be finalized two (2) weeks before the beginning of each semester and summer session – subject to subsequent changes based on enrollment -- unless mutually agreed upon by the bargaining unit member and appropriate administrator.

#### **E. Faculty Lead**

1. First priority for Faculty Lead positions shall be given to full time bargaining unit members according to seniority.
2. Faculty Lead duties shall consist of the following:
  - a. Coordinates curriculum review and revision including syllabi revision and textbook adoption according to industry, professional, and accreditation standards.
  - b. Assists the appropriate administrator with program and course assessment, program and regional accreditation, advisory committee activities, professional meetings, and reports as assigned.
  - c. Assists the appropriate administrator with the identification of adjunct faculty needs, hiring recommendations for adjunct faculty, mentoring of adjuncts, and the evaluation of the teaching effectiveness of adjunct faculty.
  - d. Assists the appropriate administrator with recommendations for teaching assignments for full time and adjunct faculty.
  - e. Originates purchase orders approved by the College and informs the budget process. Keeps inventory of materials and supplies.
  - f. Keeps abreast of budgetary matters pertaining to the program or department.
  - g. Recommends the class size maximum based on each course type and room size to the appropriate administrator.
  - h. Assists in the development of book orders each semester, after consultation with Bargaining unit members teaching course.
  - i. Assists the appropriate administrator in enrollment management, including the monitoring of section enrollment of the semester schedule.

- j. Assists the appropriate administrator in enrollment management, including the monitoring of section enrollment of the semester schedule, preparation of informational brochures and updating of program websites in preparation with the Strategic Communications Department.
- k. Coordinates communication with clinical, practicum, externship, or internship sites, as required by the specific program.
- l. Assists with the advising of students.
- m. Assists with and/or facilitates regular bargaining unit members meetings, and orientations of new bargaining unit members.
- n. Assists in the set up and tear down of recruitment events and participates in recruitment events.
- o. Handles communication with potential students for specific programs.
- p. Coordinates program events.
- q. Represents specific programs at community events and conferences.
- r. Serves as primary point person for students in specific program.
- s. Work does not include supervising, hiring, disciplining, or evaluating full time program or departmental faculty.

#### **F. Overload**

1. Overload is defined as more than fifteen (15) credit hours or eighteen (18) contact hours in any given semester, including summer session.
2. Overload shall also include all required weekend work performed by full-time bargaining unit members. "Required weekend work" means required teaching of students or required conducting of student office hours on a Saturday, Sunday or College Holiday.
3. Priority for overload will be given to full time bargaining unit members.
4. Any hours worked beyond the regular full-time load must be mutually agreed upon by the full-time bargaining unit member and the appropriate administrator.
5. Overload hours shall be granted to full time bargaining unit members based on seniority and qualifications (which the College may determine in its discretion), on a rotating basis each semester as determined by the Association.
6. Overload hours shall be divided up equally among all interested full time bargaining unit members in a given program or department.

## **G. Summer Session**

1. Priority for summer classes shall be given to full time bargaining unit members ahead of adjunct faculty or any other faculty designations.
2. Priority for summer classes shall be given to full time bargaining unit members based on seniority, qualifications and experience based on specialty, on a rotating basis.
3. Course load for summer classes shall be distributed evenly among full time bargaining unit members.
4. Full time bargaining unit members teaching a full-time teaching load during the summer semester shall hold the appropriate amount of office hours based on Section I of this Article.

## **H. Independent Study**

1. In order to qualify for an independent study, students must meet the following requirements:
  - a. The student must be at least a second-year student.
  - b. The student must have a 2.5 GPA or higher.
  - c. The student must need the course in order to graduate.
2. Independent study shall only be granted to students as a last resort.
3. Independent study shall apply to lecture and practicum and seminar courses.
4. Independent study shall not be a part of a full-time bargaining unit member's full-time load.
5. Full time bargaining unit members shall only be required to meet with students enrolled in an independent study four (4) times per fall and spring semester, and two (2) times in summer semester.

## **I. Office Hours**

1. Full time bargaining unit members shall hold one (1) office hour per week for each class they are instructing, with a maximum of six (6) office hours per week. Office hours must be publicly-posted.
2. Full time bargaining unit members teaching online courses shall be permitted to hold three (3) office hours online per week. All online teaching and online office hours must be adequately listed on the online portal, listed on the syllabus and communicated to the bargaining unit member's Academic Specialist. If there is any change to online courses or online office hours, the bargaining unit member must notify the student and the appropriate administrator as soon as reasonably possible. If there is any student complaint about whether an online course or online office hours are actually taking place as represented by the bargaining unit member, the online course and/or online office hours (depending on the student complaint) will have to be documented (as reasonably

determined by the College) so the College can confirm the online teaching and/or online office hours have actually taken place. Such documentation shall be submitted to the administrator designated by the College. Any alternate online course hours must be pre-approved by the College.

#### **J. Off Campus Teaching Hours**

1. Teaching assignments at a location other than the designated home campus shall be made by the designated administrator in collaboration with the full-time bargaining unit member.
2. If a full-time bargaining unit member is required to travel to more than one (1) location in one day, they will be reimbursed for mileage at the IRS rate for their travel to all additional locations.
3. Full time bargaining unit members will be reimbursed for mileage at the IRS rate for all assigned and approved field, practicum, and preceptor visits. Bargaining unit members will only be reimbursed for said mileage to the extent it is in excess of their drive to their regular ("home base") location at the College.

#### **K. Evaluations**

1. A committee of equal parts full time bargaining unit members and equal parts administrators shall collaborate to produce evaluation procedures for bargaining unit members. The Association President shall appoint bargaining unit members to the committee. The College's Human Resources Department will coordinate the process – including setting the number total committee members, the number of meetings and when the meetings will be scheduled. If the committee is split 50-50 on any particular issue, the College will determine resolution of such issue(s), in its discretion.
2. The Association and Belmont College shall form a committee to establish evaluation procedures within one (1) year of the final collective bargaining agreement being ratified by the Association and the Board, unless the 1-year period is extended by mutual agreement of the parties.

#### **L. Instructional Support**

1. The College shall provide necessary resources for instructional support. Instructional support for full time bargaining unit members includes, but is not limited to, classroom access, office space, textbooks, instructional equipment, supplies and materials, software applications, audio-visual equipment and technological support such as guidance on software applications, fixing computer problems, assistance converting curricula to the web, and similar such support. If a bargaining unit member and the College cannot agree on what is "necessary" after good faith consultation, the College shall determine what is "necessary" at its discretion – in light of budgetary/financial needs and the best use of the College's resources.
2. Full time bargaining unit members shall confer with academic administrators on necessary support for the delivery of their assigned course sections and the academic administrators will provide such necessary support, contingent upon budgetary limitations and competing priorities. If a bargaining unit member and the College cannot agree on

what is “necessary” what is “necessary” at its discretion – in light of budgetary/financial needs and the best use of the College’s resources.

3. If events occur that prevent a full-time bargaining unit member from conducting a class, they shall contact the appropriate administrator who will determine resolution.

The room assignment for a land-based course will be in the course’s department building whenever practicable. It is recognized that relevant factors for course room assignment include, among others, enrollment in individual sections, available capacity, technology, and accessibility for students. Ultimately, room assignment is determined at the College’s discretion.

#### **M. Intellectual Property Rights**

All ideas, inventions, discoveries, concepts, trademarks, materials and other developments or improvements done in the scope of a bargaining unit member’s employment with the College, whether alone or in conjunction with others, and any works or recordings done in the scope of a bargaining unit member’s employment with the College in which such material is incorporated will be deemed the joint, exclusive property of the College and the bargaining unit member for all purposes. Bargaining unit members irrevocably grant/assign all such rights therein jointly to them and to the College. Bargaining-unit members agree to make prompt written disclosure to and to grant/assign to the College and their all joint right, title, and interest in and to any ideas, inventions, original works of authorship (published or not), developments, improvements, or trade secrets that bargaining-unit member may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice in the scope of a bargaining unit member’s employment with the College. As joint, exclusive property of the College and the bargaining unit member, neither the College nor the bargaining unit member may sell, license or assign said intellectual property except (a) with mutual consent or (b) for purposes of the bargaining unit member’s activities for the College. Nevertheless, the bargaining unit member may use said intellectual property for teaching purposes – except teaching purposes within 50 miles of any of the College’s facilities, within 2 years of the intellectual property’s creation. (Therefore, the bargaining unit member may immediately use said intellectual property beyond 50 miles of any of the College’s facilities and may use said intellectual property within 50 miles of the College’s facilities’ more than 2 years after its creation.)

#### **N. Professional Meetings, Conferences, and Workshops**

1. The College will establish the amount of funds to be appropriated for the use of bargaining unit members to attend professional meetings, conferences, and workshops, which shall not exceed \$5000 annually for any bargaining unit member.
2. Requests shall be submitted to the designated administrator for approval in a timely manner and shall be considered for approval on a first-come, first-served basis.

3. The designated administrator shall approve the specific amount appropriated to be reimbursed on the employees' return to work, in accordance with the College's standard requirements for documentation of expenses.
4. All travel, both in-state and out-of-state must be approved prior to the actual commencement of travel. Reimbursable expenses include: plane fare, mileage, meals lodging expenses and registration fees.

## **Article X: Shared Governance**

### 1. Advisory Role of Bargaining Unit Members

- a) The College acknowledges the bargaining unit member's advisory responsibility for fundamental academic matters, including, but not limited to, admission, graduation requirements, curriculum, subject matter and methods of instructions, research, coordination, and those aspects of student life which relate to the educational process.
- b) The College recognizes that the bargaining unit members has a direct interest in College issues including, but not limited to, long- and short-range planning, priorities in the deployment of financial resources, acquisition of existing physical and human resources, institutional self-study and marketing, public relations, and recruiting activities. The College will work to partner with the bargaining unit members in the participation of various teams, in an attempt to include a variety of individuals. Conversely, the bargaining unit members will be attentive, when asked for feedback by a team they are on, with timely responses.
- c) There will be an open door policy for attending meetings.

### 2. President's Staff Meetings

The Association President or their appointee shall sit in on and be invited to the President's Staff Team Meeting once per month. President's Staff Meetings are generally weekly, but the Association President or their appointee shall only be invited to and attend one President's Staff Meeting per month – unless the College President, in his discretion, invites the Association President or their appointee to additional President's Staff Meetings. During a President's Staff Meeting, the College President and his Staff have the right to confer without the Association President or their appointee present.

### 3. Association-Management Meetings

Association-Management meetings will be held to address issues and items of interest at the College in a non-punitive manner with a goal of resolution. There shall be a minimum of four (4) meetings per calendar year – one (1) during Fall Forum, one (1) in November, one (1) during Spring Forum, and one (1) in March. The Association President and the College President shall be welcomed to attend any meeting.



## ARTICLE XI: PAID LEAVES

### **A. Holidays**

1. The following holidays shall be paid holidays for full time bargaining unit members:
  - a. Martin Luther King Jr. Day OR President's Day (alternating each year in accordance with the College's schedule)
  - b. Spring Break
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Veterans' Day
  - g. Thanksgiving
  - h. Day after Thanksgiving
  - i. Winter Break, New Year's Day
2. When the regular holiday falls on Saturday, the preceding Friday shall be considered the College holiday. When the regular holiday falls on Sunday, the next Monday shall be considered the College holiday.
3. Potential changes to the College's schedule shall be shared with the Association at least 30 days before the start of the pertinent semester, barring any unforeseen circumstances.
4. Receiving holiday pay:
  - a. To receive holiday pay, bargaining unit members must be in an active pay status on the regularly scheduled workday.
  - b. Bargaining unit members do not receive holiday pay during an unpaid leave of absence.
  - c. If a holiday does not fall within a bargaining unit member's regular work week, they will not be paid for the holiday.
5. Payment for holidays:
  - a. Holiday pay is not to be considered hours worked in the computation of overtime.
  - b. Holidays that fall within the bargaining unit member's regular work week will be paid at the number of hours normally worked for that day.

## **B. Personal Leave**

1. Each full-time bargaining unit member shall be awarded 32 hours of personal leave per fiscal year that cannot be carried over into the next year. New full-time bargaining unit members will be awarded personal leave hours pro-rated from the start date thru the end of the fiscal year (June 30<sup>th</sup>). Personal leave may be taken in minimum increments of one hour (unless otherwise required or permitted by the FMLA). Personal leave balances are not paid to bargaining unit members at the time of resignation or retirement.
2. Full time bargaining unit members shall notify the appropriate administrator with as much notice as reasonably possible, with the understanding that personal leave may be used for unpredicted emergencies.

## **C. Sick Leave**

1. Each full-time bargaining unit member of Belmont College shall earn sick leave credit at the rate of 5.23 hours for each pay period of full-time active pay status, to a maximum of 136 hours or 17 days per fiscal year (pro-rated for less than full-time.) Full-time bargaining unit members may accumulate sick leave to a maximum of 1440 hours or 180 days (pro-rated for less than full-time.)
2. Sick leave shall be granted to each full-time bargaining unit member when absences are made necessary by:
  - a. Personal illness, injury, or exposure to a contagious disease, which would be communicated to others.
  - b. Illness, injury, or exposure to a contagious disease of a member of the bargaining unit member's immediate family who needs the attendance and care of the bargaining unit member. The immediate family consists of spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, legal guardian of the bargaining unit member, or any individual living in the same household as the bargaining unit member.
  - c. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, or childbirth, and recovery, are considered temporary disabilities and are treated as sick leave.
  - d. Wellness visits and appointments with health care professionals.
  - e. Any FMLA-qualifying leave.

3. If illness or disability continues past the time covered by earned sick leave, and provisions of the Family Medical Leave Act, the bargaining unit member may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year.
4. Deductions for sick leave used shall be made pursuant to the College's published sick leave guidelines for faculty in effect at the time the parties reached a tentative agreement on this current CBA.
  - a. Sick leave deductions will only be made for days when bargaining unit members are assigned classes, office hours, or professional activities. Deducted amounts of sick time will vary and be based on the work assignment(s) missed by the bargaining unit member. If the entire work assignment is missed, then eight hours of sick leave will be deducted. If one-half or one-fourth of the entire work assignment for the day is missed, then four hours (1/2 day) or two hours (1/4 day) of sick leave will be deducted; deductions are proportional to the assignment. Deducted amounts of sick time shall consist of the class time, office hours and professional activities that a full time bargaining unit member misses in a given day(s). The minimum deduction will be one hour, unless otherwise required by FMLA.
  - b. Sick leave is paid only for working days. Bargaining unit members on a holiday are not charged if they are ill at that time.
5. Sick leave balances are not paid to bargaining unit members at the time of their resignation or involuntary termination. A portion of sick leave balances are paid at retirement per the following calculation: 25% of the sick leave balance up to a maximum of 30 days.
6. Transfer of sick leave must be from a State of Ohio agency or educational institution and will be accepted up to a maximum of 30 days.
7. Transfer of a former bargaining unit member's sick leave balance to a new state employer will be according to that employer's policy and procedures.
8. To request sick leave, the full-time bargaining unit member shall notify the appropriate administrator and enter it into the appropriate online system.

#### **D. Parental Leave**

1. In the event of the birth of a child or a new adoption, bargaining unit members shall be eligible for unpaid leave pursuant to the Family Medical Leave Act. During parental leave, if a bargaining unit member has accrued paid leave, their accrued paid leave will be utilized so the parental leave will be paid (unless and until all accrued, paid leave is exhausted.)

**E. Family Medical Leave Act**

1. The College shall follow federal law concerning FMLA.

**F. Jury Duty**

1. When a full time bargaining unit member is summoned or subpoenaed for court service as defined in this policy, they will immediately submit a copy of summons or subpoena to their supervisor and Human Resources.
2. The bargaining unit member will not have the time away from work charged against personal, or sick leave and will not lose pay due to this absence.
3. An employee excused or discharged from court service before the end of the employee's normal workday shall report to their supervisor as soon as possible after being excused or discharged.
4. Employees appearing as a plaintiff, defendant or for non-subpoenaed court appearance will not receive paid time off. Full-time bargaining unit members may use personal leave for these instances.

**G. Bereavement Leave**

1. In the event of a death in the immediate family of a full time bargaining unit member, bereavement leave will be granted as follows:
  - a. Up to three days paid leave is allowed per occurrence in the event of the death of an immediate family member. If additional leave is necessary, see your supervisor or Human Resources to discuss using other accrued leave time.

Bargaining unit members must provide reasonably acceptable proof of need for bereavement leave (e.g., obituary) – but only if the College requests reasonably acceptable proof after being unable to find such reasonably acceptable proof itself.
  - b. The days are to be taken consecutively within a reasonable time of the death or day of the funeral, and may not be postponed.
  - c. Immediate family means spouse (including same-sex spouse), child, children-in-law, parents, grandchildren, grandparents, spouse's parents, siblings, siblings-in-law, legal guardian, guardian. Immediate family also includes a significant other who is a permanent member of the household.

2. An employee will notify their supervisor as soon as possible of the need to take bereavement leave. Bereavement leave due to a death not in the bargaining unit member's immediate family may be taken as personal leave.

#### **H. Military Leave**

1. Employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for military leave pursuant to the federal and Ohio Uniformed Services Employment and Re-Employment Rights Act (USERRA).
2. Staff requiring a military leave of absence must provide their supervisors with a copy of the military order as soon as possible.
3. Any employee, who is a member of a United States armed forces reserve component and is called into active military duty, whether voluntary or involuntary, shall be granted a leave of absence consistent with USERRA.
4. Any employee who leaves the employ of Belmont College for the purpose of entering extended compulsory active duty in the armed services of the United States is eligible for re-employment under the provisions of USERRA.

#### **I. Leaves of Absence**

1. To request a leave of absence a full time bargaining unit member will:
  - a. Submit a request to the immediate supervisor specifying the reason and the period of time requested.
  - b. The supervisor will make a recommendation.
  - c. The College will notify the bargaining unit member of its decision.
2. During any such leave, unless required by FMLA or USERRA, the bargaining unit member will:
  - a. not accumulate leave
  - b. be entitled to fringe benefits.
3. The bargaining unit member may retain health insurance through COBRA by arranging for payment of the full cost of the monthly premium.
4. Upon return to service by the bargaining unit member at the expiration of a leave of absence, they shall resume employment, not necessarily the same position, which they held prior to such leave.

5. Failure to return to work as scheduled from an approved absence will be considered voluntary resignation of employment.

**J. Assault Leave**

1. Leave for Member absences resulting from a physical assault that has occurred while they are performing their job duties shall be governed by workers' compensation and/or FMLA.

**K. Nursing Clinicals and Labs**

1. Beginning on the date this CBA is fully-ratified by both sides, the College and the Association will have 1-year to meet and attempt to resolve issues relating to nursing clinicals and labs falling on holidays and personal days. The committee will consist of 6 members – 3 selected by the Association and 3 selected by the College. If the committee cannot reach agreement on any particular issue, resolution of such issue(s) will revert to the language in this Agreement. Regardless of anything else in this Agreement, the College will follow the Ohio Board of Nursing's Guidelines.

## **ARTICLE XII: BENEFITS**

### **A. Paychecks**

1. There shall be twenty-six (26) pay periods per academic year.

### **B. Life Insurance and Accidental Death and Dismemberment**

1. Upon application, each bargaining unit member will be provided with term life insurance coverage and accidental death and dismemberment insurance coverage equal to double the Member's salary rounded to the next highest \$1,000.

### **C. Liability Insurance**

1. The College shall purchase and pay the entire premium on bargaining unit members' liability insurance.

### **D. Tuition Fee Waiver**

1. The College shall pay 75% of the cost of a degree program for any full time bargaining unit member who has been employed with the College for five (5) years or longer, provided the program is in the member's field or work-related and there is reasonably available and adequate funding – as determined by the College in good faith.
2. Immediate family members of full time bargaining unit members at the College shall receive free tuition at Belmont College.

### **E. Health Insurance**

1. The College will provide group health insurance benefits to full time bargaining unit members and eligible dependents upon initial employment, during an open enrollment period, or as otherwise permitted by the insurance policy/benefit plan in effect.
2. The College shall pay current amounts paid under each plan (PPO1, PPO2, High-Deductible) towards the annual single coverage health premium and the annual family coverage health premium for full time bargaining unit members. Any future increases in health insurance premiums shall be paid as follows: 80% by the College; 20% by the bargaining unit member(s).
3. The health insurance plans/benefits provided shall not be changed by the College (or at the College's request), unless agreed to by the Association. For reference, the current health insurance plans/benefits are incorporated herein and attached. For premium increases unilaterally implemented by the insurance carrier, any premium increases shall be paid 80% by the College and 20% by the bargaining unit member(s) – as set forth above. The College shall provide the Association with advance notice of any increase or decrease in the premium for the insurance benefits referred to in Section F of this Article, including relevant information in the College's possession (or available to the College) related to

the calculation of the new premium amount. If the insurance carrier makes unilateral changes to any plan/benefit other than premium increases, the College shall inform the Union as soon as practicable and provide a plan/benefit from the insurance carrier which is closest to the previous plan/benefit. Without limiting the above, the health insurance plans/benefits offered to bargaining unit members (including Health Savings Accounts) shall be no less favorable than those provided to non-bargaining unit members.

4. Full time bargaining unit members who choose to opt-out of taking the College's health insurance plan shall be paid out a stipend of \$1000 per year in equal installments per pay period.
5. Consistent with their shared interest in high quality health care and managing the effects of rising health care costs, the Association and the College may agree to establish a Joint Healthcare Committee to identify and implement mutually agreeable measures.

**F. Dental Insurance**

1. The College shall provide dental insurance pursuant to the College's dental insurance benefits program. If changes to the contribution amount are needed, the College and Association will meet to negotiate over changes in terms.

**G. Vision Insurance**

1. The College shall provide vision insurance pursuant to the College's vision insurance benefits program. If changes to the contribution amount are needed, the College and Association will meet to negotiate over changes in terms.



## ARTICLE XIII: SALARY AND COMPENSATION

### **A. Salary Schedule**

1. The salary schedule in Appendix B of this Agreement will be used for the annual base salary and salary based on seniority of bargaining unit members.

### **B. Overload**

1. Bargaining unit members will be paid according to the following formula for all overload worked in a semester, including summer session: (a) number of overload credit/contract hours; (b) times 16 weeks; (c) times Member's hourly rate based on their annual base salary.
2. Overload pay will be paid out at the end of every semester separate from the employee's regular pay. All efforts will be made to pay overload in the first regular pay after the end of the semester.

### **C. Summer Pay**

1. Summer pay for a full time contract shall be 1/3 of a full time bargaining unit member's annual base salary/salary based on seniority.
2. All other full time bargaining unit members teaching over the summer shall be paid proportionately for the semester up to fifteen (15) credit or eighteen (18) contact hours under the following formula: (a) Full time annual base salary, (b) divided by three (3), (c) multiplied by the number of credit or contact hours taught during the summer, (d) divided by fifteen (15) for credit hours or eighteen (18) for contact hours.

### **D. Development of New Courses and Modification of Existing Courses**

1. All efforts will be made to communicate the need for conversion or for development of a new course 30 days before the start of the semester. With the College's prior approval, a full time bargaining unit member shall be paid a stipend of \$500 to develop a new course or to convert an in-person course into a hybrid or online course.
2. All efforts will be made to communicate the need for modifications 30 days before the start of the semester. With the College's prior approval, a full time bargaining unit member shall be paid a \$250 stipend to modify an existing in-person, hybrid or online course. In the event a course needs to be recreated, it shall be treated as a modified course (\$250) for payment purposes. Populating a syllabus does not qualify as an update or modification.

### **E. Independent Study**

1. A full time bargaining unit member shall receive independent study pay under the following formula: (a) number of independent study

credit/contract hours, (b) times number of independent study students, (c) times the students' actual applicable tuition rate for each hour of independent study. Independent study pay shall be paid out at the end of every semester. All efforts will be made to pay Independent Study in the first regular pay after the end of the semester.

**F. Faculty Leads**

1. Faculty leads shall be paid a stipend of \$8,000 per year and shall work a minimum of five (5) hours per week and fifty (50) weeks per year – on top of and in addition to their regular, non-Faculty Lead hours.

**G. Pay Increases for Bargaining Unit Members**

1. Within 30 days of ratification, bargaining unit members as of the ratification date will be paid \$400 (gross) via a lump sum.
2. Effective August 1, 2022, (a) each bargaining unit member's base salary will be increased by \$400; and (b) that base salary (pre-existing plus \$400) will be increased by 2%. For example, if a bargaining unit member's 2021-2022 base salary was \$39,600, their 2022-2023 base salary will be \$40,800 ( $\$39,600 + \$400 = \$40,000 \times 1.02 = \$40,800$ .)
3. Effective August 1, 2023, bargaining unit members shall receive a 2.5% increase to their 2022-2023 base salaries.

**ARTICLE XIV: DURATION**

This Agreement is a 3-year contract. It shall begin on May 13, 2022 and expire on June 30, 2024.

**ARTICLE XV: MISCELLANEOUS**

If any part of this agreement is found to be unlawful, the College and the Association want every other part of this agreement to remain fully valid and enforceable to the maximum extent permitted by law.

This agreement contains the entire agreement between the College and the Association with respect all matters that were the subject of collective bargaining. It supersedes all prior discussions, negotiations and agreements with respect to those subjects and it may not be modified, except in a writing signed by the parties affected thereby.

SIGNATURE PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS  
THIS 26 DAY OF May, 2022 (CONTRACT CONDITIONALLY-  
EFFECTIVE MAY 13, 2022, "CONDITION" BEING APPROVAL BY THE BOARD  
OF TRUSTEES).

Pauline Kendziora

[Signature]

K. Luther

FOR BELMONT COLLEGE  
FACULTY ASSOCIATION

\* Elizabeth Antis

Paul Gagnier

J. McMullen

FOR BELMONT COLLEGE

## APPENDIX B – SALARY SCHEDULE RANGES

### Appendix B Salary Schedule Ranges<sup>1</sup>

Rank	Minimum	Maximum
Instructor	\$36,000	\$44,500
Assistant Professor	\$39,500	\$49,600
Associate Professor	\$43,400	\$54,300
Full Professor	\$47,500	\$59,000

Getting a higher degree results in a one-time \$2000 (gross) bonus for each such degree. Consistent with Belmont College's written policy as of January 1, 2018, which is incorporated herein by reference and attached hereto as Appendix B, any bargaining unit member who believes they are improperly ranked (e.g., ranked as an Associate Professor but should be ranked a Full Professor under the College's policy) may ask the College to audit their ranking f

or accuracy -- pursuant to the College's policy -- one time and one time only during the term of the Contract. If the resulting audit shows the bargaining unit member was improperly ranked, the bargaining unit member shall be promoted -effective at the next College Board of Trustees' meeting. In all other cases of promotion (non-audits), the bargaining unit member shall be promoted -- effective at the following August's College Board of Trustees' meeting. Any bargaining unit member promoted to a higher rank shall receive an increase in their base salary equal to 3% of the midpoint of the Minimum and Maximum Salary for the new rank as set forth in the chart, above. On the last day of the Agreement, a promoted bargaining unit employee shall receive the Minimum Salary for the new rank. For example, being promoted to Full Professor results in: (a) a \$1597.50 increase in base salary (3% of \$53,250 -- the midpoint between \$47,500 and \$59,000); and (b) a base salary no less than \$47,500 on the last day of the Agreement.)

No member of the bargaining unit will experience a reduction in pay or rank as a result of the terms of this Article XIII/Appendix B.

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<sup>1</sup> These are ranges only. As ranges, the minimum is an absolute floor on base salary and the maximum is an absolute ceiling on base salary. Accordingly, the ranges only guarantee the lowest base salaries and cap the highest base salaries, but do not guarantee anything beyond that. The pay increases in Article XIII, Section G cannot put a bargaining unit member above the maximum applicable base salary in Appendix B. To the extent a pay increase in Article XIII, Section G would otherwise put a bargaining unit member above the maximum applicable base salary in Appendix B, the excess amount (above the applicable maximum base salary in Appendix B) shall be paid to the bargaining unit member in the form of a bonus, rather than part of base salary. Any bargaining unit member receiving such a bonus may elect to have some or all of their bonus treated as a contribution to his/her Health Savings Account.

## Appendix C-1

### Current Faculty and New Hires

RANK	Entry Criteria		
	1 Education	2 Overall Experience (See Appendix B-2 for Policy)	3 Overall Teaching Experience (See Appendix B-2 for Policy)
Professor	Doctoral	15+ years	12+ years
	Masters + 18 graduate cr. hrs. directly related to the teaching assignment	19+ years	12+ years
	Masters	24+ years	12+ years
Associate Professor	Doctoral	8+ years	7-11 years
	Masters	15+ years	7-11 years
	Bachelors	19+ years	7-11 years
Assistant Professor	Doctoral	0+ years	3-6 years
	Masters	6+ years	3-6 years
	Bachelors	9+ years	3-6 years
Instructor	Masters	0+ years	0-2 years
	Bachelors	0+ years	0-2 years

#### Guidelines To Determine Rank:

- 1.) Review education/degree level to start narrowing down what rank employee will be placed in. Someone with a bachelor's degree should not be a professor, and someone with a doctoral degree should not be an instructor.
  
- 2.) Add up total overall experience from resume or application using Appendix C-2. As a reminder, teaching experience from C-2 counts toward overall experience. It needs to be unduplicated experience. You can't receive more than one year of experience during a one year period.
  
- 3.) Add up total teaching experience using Appendix C-2. Again, an applicant can't receive more than one year of teaching experience during a one year period. If someone taught full-time somewhere and then did adjunct work at two other schools at the same time, it would still only be one year.
  
- 4.) Use steps 1, 2, & 3 to place individual into the correct rank.

## Appendix C-2

### Calculation of Overall Experience for Placement into a Rank (Current Faculty and New Hires)

<b>Countable Total Experience</b>			
<b># of Years</b>	<b>Description of Experience</b>		<b>Years of Experience</b>
1	Full-time teaching experience at Belmont College	=	1
1	Full-time college teaching experience	=	1
1	Full-time K-12 teaching experience in the discipline of the BC teaching assignment	=	1
1	Full-time K-12 teaching experience unrelated to the BC teaching assignment	=	1
1	Full-time related work experience in the discipline of the BC teaching assignment	=	1
1	Full-time equivalent (FTE) year of part-time teaching experience at <b>BC</b> (1 FTE= 63 contact hours or 45 credit hours)	=	1
1	Full-time equivalent (FTE) year of part-time teaching experience at <b>other colleges</b> in the discipline of the BC teaching assignment	=	1

Part-time teaching experience **at other colleges** will be included only if official detailed verification is received from the individual's employer (i.e., confirmation of total number of contact hours and/or credit hours worked per quarter or semester, and a brief description of the duties and responsibilities). One FTE = 63 contact hours or 45 credit hours (quarter basis), or 30 credit hour (semester basis).

It will be the applicant's responsibility to request and obtain the part-time teaching experience verification from the previous employer(s) *and have the verification sent to the Human Resources Office within six (6) weeks of the date of the offer of employment.*

*Note: The time limit of six (6) weeks is defined as no later than six (6) weeks from the time of the offer of employment not from the time of Board approval. Upon offer of employment, the candidate will be given a firm date of receipt of such information by the Director of Human Resources.*

All references to Belmont College/BC include the former Belmont Technical College/BTC.

**Any combination of experience may not exceed one year in any one-year period.**