

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
HARRIS STOWE STATE UNIVERSITY
AND
THE HSSU-NATIONAL EDUCATION ASSOCIATION

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ARTICLE I - RECOGNITION

The Board of Regents of Harris Stowe State University (hereinafter referred to as “the Board” or the “University”) hereby recognizes the HSSU-National Education Association (hereinafter the “Association”) as the exclusive bargaining representative for all regular full time faculty, excluding Deans and Assistant Deans, and other supervisory personnel who supervise full-time faculty, of Harris-Stowe State University for purposes of negotiating and implementing the terms and conditions of employment. “Full time faculty members” shall be defined to include those who teach a minimum of 12 credit hours per semester. Any faculty member who secures a grant that benefits the University’s mission may, at the discretion of the Vice President of Academic Affairs, be credited time towards this 12-hour requirement, if the grant provides for reimbursement of the member’s lost instructional time.

ARTICLE II - ASSOCIATION RIGHTS

2.1 Association Use Of University Facilities And Equipment

- a. The Association shall be permitted to hold meetings and conduct association business on University property (excepting student residential facilities), to have access to University equipment for such purposes outside of the work day, and to create and maintain one web-site within the University’s content management system, pursuant to policies and procedures regarding the use of University facilities and equipment.
- b. The Association shall be permitted to use mailboxes, bulletin boards, the Association’s campus web site (with up to 50 mb of storage), and other communication systems for communicating with bargaining unit members pursuant to Board Policy regarding access to such systems. In utilizing such systems, the Association acknowledges that its members are required to wholly manage the Association’s communication outlets and may not use University employee time for these activities. All communication efforts must comply with the University’s Acceptable Use Policy, and Association members have no reasonable expectation of privacy when using the University’s equipment to communicate. The University reserves the right to remove access to any and all communication outlets for reasons of security and or policy violations. Additionally, the Association shall post the following disclaimer on its University-hosted website: “The views expressed on this page are solely those of the HSSU-NEA.”

2.2 Association Business

Authorized representatives of the HSSU-NEA shall be permitted to transact official HSSU-NEA business on University property at all reasonable times as long as official business of the University is not disrupted and the space is officially booked.

2.3 Association Involvement

The HSSU-NEA President must appoint at least one (1) Association member to serve on each of the University's standing committees, as identified in the Faculty Personnel Policies and Procedures Manual, so that Each faculty member serves on at least one (1) of those committees. Additionally, the HSSU-NEA President may appoint one Association member to search committees for full-time faculty positions.

2.4 Association Access To Information

- a. By August 1 of each year of this Agreement, the University will provide the Association with a list of the names, campus addresses, campus telephone number and campus email addresses of all Association members. The same information will be provided in regard to Association members hired during the contract year, within thirty (30) days of said member's hire date.
- b. Upon reasonable request, the University shall provide the Association with the salary, benefits, personnel files and schedules of its members for purposes of bargaining, grievance processing and interpretation and implementation of this Agreement.

ARTICLE III – NEGOTIATION PROCEDURES AND DURATION OF AGREEMENT

3.1 This Agreement shall be effective as of July 1, 2014, and shall continue in full force and effect through June 30, 2016 Until a Successor Agreement is negotiated; all provisions of the Current Agreement shall remain in effect.

3.2 Tentative agreements shall be reduced to writing, compiled into a Master Agreement and submitted to the Board for ratification/approval.

3.3 On or before February 1 of the last year of this Agreement, the Parties shall agree on a date to commence bargaining a successor Agreement. If, prior to May 1 of the expiration year, both parties agree they are at impasse on all outstanding issues, they shall jointly request a mediator through Federal Mediation and Conciliation Services (FMCS). On or about May 1 of the expiration year, if no agreement has been reached on all issues subject to negotiations, an impasse may be declared by either party by serving

written notice of said impasse to the other party, and the declaring party shall notify FMCS of its desire to continue negotiations with the assistance of and under the auspices of a Federal Mediator. If a mediator is utilized at any time, each party shall be responsible for providing a list of unresolved issues in conjunction with their request for Federal Mediation Services' assistance.

3.4 Once FMCS has been notified of the desire for mediation services, the parties agree to meet on at least one occasion with the mediator to resolve their outstanding issues. At the conclusion of the mediation session, all Tentative Agreements and outstanding issues shall be submitted to the Board for final approval by June 15 of the final year of this Agreement.

3.5 During the term of this Agreement, the Board and the Association agree to form a Labor Relations Committee, comprised of representatives from the Association and the University's Administration, to address any situations which are best resolved through informal discussions. This committee shall meet quarterly at a mutually agreeable time.

ARTICLE IV - NONDISCRIMINATION

The University is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, provision of benefits (to the degree that the University controls eligibility for benefits), and contracted service. The University further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, sexual orientation, marital status or veteran's status. The Parties agree that this Article shall not be subject to the grievance procedures outlined in this Agreement. The University will designate and promulgate and administrative officer whose duty it is to receive inquiries regarding claims and questions relating to this Article.

ARTICLE V – PERSONNEL FILES

5.1 The employee's official personnel file will be maintained in the Office of Human Resources. It is the intent of the Board to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all Association members. Faculty members shall have the right to request a copy of the contents of their official personnel file and their file in the office of Academic Affairs, at no cost, one time per academic year.

5.2 The University will maintain the following information in personnel files: applications, certification documents, performance evaluations, current transcripts,

employment contracts, documentation of the employee's credentials, and performance-related documents. Medical records, including health insurance records, will be maintained separately. Files containing immigration records will be kept separate from personnel files.

5.3 The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate HSSU administrators, legal counsel, or state agencies with authority.

5.4 Upon request to and in the presence of the appropriate administrative official, any employee will have the right during regular working hours to inspect his/her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers.

5.5 Information of a critical nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the personnel file.

5.6 An employee may provide documentation to his or her supervisor for the supervisor's desk file. Additionally, a supervisor may maintain documentation in a desk file regarding the employee's accomplishments, performance concerns, and disciplinary concerns. Every document placed in the desk file shall be dated and initialed by the person placing it in the desk file. The employee and his or her supervisor may refer to the contents of the desk file during the evaluation process. Upon completion of the evaluation process, items not incorporated into the evaluation or otherwise transferred to the official personnel file shall not be used in subsequent evaluations. Additionally, the Office of Academic Affairs will maintain a supplemental file on each faculty member.

ARTICLE VI - ACADEMIC FREEDOM

The Board believes that academic freedom of its full-time faculty is vital to the success of the University in fulfilling its obligations to its students and to society. The Board and the Association agree that academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental to the protection of the rights of the faculty member in teaching and of the student in learning. It carries with it duties correlative with rights, including:

1. Faculty members are entitled to freedom in research and in the publication of the results (qualified insofar as necessary in the case of sponsored research), subject to the adequate performance of their other academic duties.

2. Faculty members are entitled to freedom in the classroom in discussing topics relevant to instructional objectives, but have the responsibility not to depart from their respective areas of competence or to divert substantial time to material outside of relevant instructional objectives.
3. Faculty members are citizens, members of an educational institution, and members of learned professions. When they speak or write as citizens, they are to be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should anticipate that the public may judge their profession and their institution by their utterances and actions. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they do not speak for the University.

ARTICLE VII – PROFESSIONAL DEVELOPMENT

7.1 In addition to funds that may be available from external funding, each full-time Association member will be allotted up to \$500 during a fiscal year, for professional development which enhances the faculty member's ability to advance the University's mission. These funds may not be shared between Association members nor carried over into subsequent fiscal years. These funds will be guaranteed for the 2015 fiscal year, and dependent on availability of funds for the 2016 fiscal year. In addition, each school or college will be allotted up to \$3,000 during a fiscal year, dependent upon availability of funds, for professional development which enhances the University's mission. Professional development may include the acquisition of additional graduate hours, attendance at conferences, organizational memberships, etc. The faculty member will submit his/her development plan, in accordance with established procedures, to his/her department chair. The department chair shall review the plan and make a recommendation to the Dean of the School or College. The Dean shall review the plan and make a recommendation to the Vice President of Academic Affairs. The Vice President of Academic Affairs shall review the plan and approve or disapprove of it, in his or her sole discretion.

7.2 The university shall allot \$2250 per academic year, distributed amongst the three schools or colleges in an amount proportionate to the number of full-time faculty in each school or college, for purchasing subscriptions, books, manuscripts, research materials, media, etc. that enhance their knowledge or ability to carry out HSSU work. Such materials belong to the university. This is not designed to supplant other avenues employees have to access materials, but to augment them. The Vice President of Academic Affairs shall review the request for materials and approve or disapprove of it, in his or her sole discretion.

ARTICLE VIII - ADHERENCE TO COURSE TIMES AND CURRICULUM/ WORK DAY AND HOURS/OFFICE HOURS

8.1 Office Hours and Advising Duties

- a. Faculty will establish regular office hours each semester, and will publish those office hours on the course syllabus for each course taught during a semester. He or she will also post his or her established office hours on signage directly outside of his or her office door or cubicle entrance and on the institution's learning management system.
- b. Faculty will maintain at least .5 office hour (30 minutes) per credit hour taught, each week, over a minimum of three (3) days per week.
- c. Faculty shall utilize a University-wide meeting documentation and database and scheduling system to record the name of each student who utilizes the faculty's office hours, the date of the meeting with the student, the identification number of the student, the course discussed, recommendations made by the member to the student, length of the time spent with the student, and any retention risks identified by the faculty.
- d. Faculty shall schedule at least two (2) meetings with each student enrolled in his or her course each semester. If a student misses a scheduled appointment, the faculty member shall provide notice to the Vice-President of Academic Affairs. A student's refusal to adhere to the appointment shall not serve as a basis to discipline the faculty member under this subsection.
- e. Faculty shall academically advise students at the Professional Level within their major and/or department. Faculty shall meet with each of their advisees (as assigned by the Chair of the Department), at least two (2) times per semester, including one time within the first two (2) weeks of the semester, and one time within the eighth and tenth weeks of the semester.
- f. If a faculty member is unable to keep established office hours on a given day due to a scheduling conflict or illness, he or she shall note the cancellation in the University-provided and monitored database. Where possible, cancelled office hours should be rescheduled to another time during the same week. Excessive absences from established office hours will be grounds for disciplinary action.

8.2 Adherence To Course Times And Curriculum

- a. Faculty will adhere to the start and stop times of scheduled courses in order to facilitate class discussion, adequate lecture techniques, and student involvement and activity.

- b. All faculty absences, late arrivals, and early dismissals for scheduled class time will be documented by the faculty member through a University-provided and University-monitored database.
- c. Faculty will use class time for relevant instruction only, and will not express personal information or opinions that are unrelated to course material being taught, express negative attitudes toward colleagues or the institution, or otherwise distract from a professional teaching and learning environment.
- d. Faculty will turn in attendance daily, by 11:00 p.m.
- e. Faculty will submit mid-term examination results by 4:00 p.m. on the Monday following administration of the last mid-term examination given at the University.
- f. Faculty will submit final examination results by 4:00 p.m. on the Monday following administration of the last final examination given at the University.

8.3 Attendance At University Events And Meetings

Faculty are encouraged to attend University meetings, events and activities, in addition to the following required activities, provided the following activities do not interfere with scheduled class time:

- a. Commencement
- b. Alpha Chi Honor program
- c. Fall Institute
- d. Spring Institute
- e. Department, College, and School meetings
- f. Monthly Faculty and Professional Staff meetings
- g. Any special meeting called by the President or his or her designee, provided notice of said meeting is given at least twenty-four (24) hours in advance of the meeting and does not infringe on class time.

ARTICLE IX - DEDICATION TO UNIVERSITY EMPLOYMENT

In order to facilitate student recruitment and retention, all Association members recognize the need to devote their professional resources exclusively to the University. Full-time faculty may teach up to three (3) credit hours in a given semester at an institution of higher education outside of Harris Stowe State University without prior approval, provided that outside employment does not interfere with the faculty member's obligations to Harris Stowe State University. However, any employee who desires to seek, accept, or continue teaching employment for between four (4) and six (6) credit hours in a given semester with any other institution of higher education while considered a full-time member of the University's faculty must obtain approval from the

Dean and the Vice President of Academic Affairs. No employee shall seek, accept, or continue teaching more than six (6) credit hours outside of the University. Outside teaching employment will be noted in the employee's personnel file, the employee's file in the Office of Academic Affairs, and his or her supervisor's desk file. Outside employment shall not impede the employee's commitments to the University.

ARTICLE X - BENEFITS

10.1 The University will contribute the following per month towards the employee's purchase of prescription drug, hospital, surgical, and medical insurance: \$577.60 for individual coverage; \$783.13 for employee plus spouse coverage; \$749.21 for employee plus child coverage; and \$904.51 for family coverage. If an employee waives coverage under the University's policy, the employee is ineligible to receive the contribution outlined herein as compensation. The parties will establish a joint Labor/Management Insurance committee to explore alternative insurance plan offerings for January of 2015. The President of the HSSU-NEA will appoint up to two (2) Association members to the Committee.

10.2 The University will provide the employee with basic life insurance at a level of coverage equal to two and one-half times the employee's annual earnings, up to a maximum of \$100,000. The employee may purchase additional amounts of personal insurance and dependent coverage.

10.3 The University will make available vision and dental insurance for the employee, at the employee's expense.

10.4 The University will provide long-term disability insurance to the employee, which may provide an employee who is totally disabled up to sixty percent (60%) of his or her salary, up to \$10,000.00 per month.

10.5 The University will offer an Employee Assistance Program (EAP).

10.6 The University will contribute to the employee's retirement through the Missouri State Employees' Retirement System (MOSERS). However, full-time faculty hired after July 1, 2002, are enrolled in the College & University Retirement Plan (CURP), to which the University makes contributions. If required under the Plan, faculty contributions may be required for faculty hired after a date designated by CURP.

10.7 The University is committed to diversification of the faculty and to serving the needs thereof. Given this commitment, all members of the faculty shall be accorded equal treatment pursuant to State and federal law. In that light, domestic partners of

faculty are entitled to access all services, where required by State law, extended to spouses.

ARTICLE XI - EVALUATION

11.1 The primary purpose of the evaluation instrument is to improve the quality and effectiveness of faculty performance. The evaluation process should be an objective process of open communication, which serves to assist, motivate, guide and evaluate the faculty member.

11.2 The development and continuance of a competent employee is a major objective of the performance evaluation. The Dean of the College or School or the Chair of the Department and the employee will coordinate the completion of the employee's formal evaluation. Prior to completing an evaluation, the Dean or Chair must inform the faculty member of the evaluation criteria. Evaluations may be prepared and/or delivered electronically. Areas that need improvement will be noted and training opportunities will be made available to the faculty for remediable performance deficiencies.

11.3 Each Association member will be provided at least one formal evaluation per calendar year. Upon completion of the formal evaluation, the Dean must review the completed evaluation and provide it to the Vice President of Academic Affairs, who will provide the Association member with a copy of the evaluation report. The Association member must sign the evaluation report, which does not necessarily indicate agreement with the evaluation, but merely indicates receipt of the evaluation report.

11.4 Evaluation criteria shall be consistent with the criteria for obtaining tenure, as outlined in this Agreement in Article 17.3.c.

ARTICLE XII – LEAVES

12.1 Sick Leave

The University shall provide each faculty member with nine (9) leave days each fiscal year for use as sick leave. Sick leave days may be used for illness of an employee or for a member of the employee's immediate family (to be defined as the employee's child, parent, or spouse), as well as for doctor's appointments. Unused sick days shall be credited to the employee and can be accumulated up to sixty (60) days. Employees who have accumulated more than sixty (60) days as of June 30, 2014, shall retain access to their accumulated days, but shall not accumulate additional days until their accumulation declines to below sixty (60) days. An employee who is absent for more than three (3) days in an academic term for illness (either the employee's illness or that

of an immediate family member) may be required to provide a medical certification, at the employee's expense, to substantiate a request for additional leave days in that semester. Additionally, the University reserves the right to require an employee to provide a medical certification at any time, at the University's expense, to substantiate a request for sick leave. Sick leave may be used to supplement benefits received pursuant to the Workers Compensation Act, by requiring the employee to surrender one-third of a sick day for every day of absence for a compensable work-related injury in order to receive one-third of a day's wage for the day of absence. In the event that an employee's absence is covered by the Family and Medical Leave Act (FMLA), the employee will be required to run all available sick leave concurrent with FMLA leave. An employee who requests to utilize sick leave must notify his or her supervisor as soon as possible, but no later than two (2) hours prior to the commencement of a scheduled class. The supervisor and the faculty member will coordinate notification to students that the faculty member will be absent.

12.2 Personal Leave

The University shall provide each Association member with two (2) personal days per fiscal year. A personal day may be used for any reason, but may not be used during the first five (5) days of an academic term, or during reading or finals weeks at the end of an academic term without approval of the Vice President of Academic Affairs. Requests for use of personal leave must be made at least two (2) school days in advance, and submitted to the Vice President of Academic Affairs for approval. The Vice President of Academic Affairs retains the discretion to make exceptions to the two-day advanced request requirement in cases of emergency. Unused personal leave does not carry over into subsequent semesters. Personal leave must be taken as a whole day, and cannot be taken in hourly increments.

12.3 Jury Duty and Court Leave

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding on behalf of the University will be granted leave with pay, less any jury or witness fees received.

12.4 Military leave

- a. An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for military leave in accordance with federal law.
- b. Whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which classes are not in session. When the employee is given a choice as to when to

report for duty, the President of the University may request a change in those military orders from the respective branch of the military if such a change appears to be in the interest of the University.

12.5 Bereavement Leave

Absences without loss of pay for up to three (3) consecutive work days for each death in the employee's immediate family shall be allowed. The immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, grandparents, grandchildren, in-laws and step-in-laws of the same degree; or any otherwise unnamed member of the employee's household and common law equivalent of the above. Suitable documentation must be provided.

12.6 Professional Conference Leaves

The University recognizes the importance of faculty members being supported in their attendance at professional meetings. Leave with pay for attendance at professional conferences, which do not unduly interfere with the delivery of faculty services, may be granted by the Vice President of Academic Affairs. It is the responsibility of the faculty member to secure coverage for any course that will be missed.

Travel funds will be provided to support the participation of each full-time ranked faculty member in one professional meeting per year (within the contiguous 48 states), limited by available University resources. The faculty member may be funded for the most reasonable transportation, lodging, food costs and registration fees. Approval must be obtained in advance from the Vice President of Academic Affairs.

12.7 Leaves Of Absence Without Pay

Leaves of absences without pay may be granted by the University for a variety of reasons which usually fall into one of the following two general categories:

1. Leaves for illnesses for which the employee has no remaining paid personal compensation days or vacation days to cover the time lost from work.
2. Leaves for reasons other than illness.

With the exception of military leave, leaves without pay will be subject to the terms of the University's Family and Medical Leave Act Policy, or in rare cases, the Long-Term Leave Policy.

12.8 Association Leave

Upon two (2) days advance written notice to the Vice President of Academic Affairs, the Association president or his/her designee may be allowed a maximum of two (2) days

per fiscal year to conduct Association business. The Association shall obtain coverage for any missed class time, and will cover any costs associated therewith.

ARTICLE XIII – EMPLOYEE DISCIPLINE

13.1 Employee discipline shall be used in an effort to improve, correct and prevent a recurrence of undesirable behavior or performance issues in accordance with the standards of due process.

13.2 Whenever practical, and in the best interest of students and staff, the University shall endeavor to adhere to principles of progressive discipline, based on the seriousness of the offense and the discipline history of the employee, including but not limited to the following steps: verbal warning, written warning, suspension without pay, and discharge. The University shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the University reasonably believes that the severity of the alleged offense calls for the imposition of discipline at an advanced step.

13.3 Any complaints made against an employee by a fellow employee, Administrator, student or other person will be brought to the attention of the employee if the University determines, upon investigation, that the complaint is substantiated and will result in discipline to the employee.

13.4 No video or audio recording shall be made of the meeting unless both the employee and the University representative consent to the recording. At the commencement of the meeting, the employee shall be informed of the nature and purpose of the meeting. If, prior to or during a meeting between the University and a faculty member, the faculty member reasonably concludes that discipline could result, the faculty member shall be entitled to representation by the Union. If necessary, the meeting may be suspended until the end of the second business day following the day of the meeting in order for the employee to secure a representative. All disciplinary meetings shall be conducted in an enclosed office.

13.5 - The University may place a faculty member on paid administrative leave pending investigation of an allegation, upon notice to the Association President and the employee. Faculty members on paid administrative leave are expected to remain available during normal working hours in order to participate in the investigation process; however, the employee's access to facilities and equipment may be suspended during the investigation. Paid administrative leave is not discipline and is not subject to the grievance procedure.

13.6 Any employee who has been suspended without pay or dismissed by the President of the University prior to the expiration of the then-current academic term will be given the opportunity to appeal the decision to the Board, who will review the employee's personnel record, the recommendation of the President and any

supporting documentation, and any evidence the employee believes supports reversal of the President's decision.

13.7 At the conclusion of its investigation, the University shall inform the employee, in writing, of the outcome of the investigation and any disciplinary action to be imposed.

ARTICLE XIV – GRIEVANCE PROCEDURE

14.1 Definitions

a. *Grievance* - A claim by an Association member or the Association that a provision of this Agreement, has been violated, misinterpreted or misapplied. This procedure is not applicable to the content of performance evaluations, except as they relate to the application of the procedure, to decisions regarding reduction in force, except as they relate to the application of the procedure, nor to decisions for which state or federal statute may provide a means of resolving disputes. A grievance must arise during the term of this Agreement in order to be processed pursuant to the procedure in this Agreement.

b. *Day* - When this Article requires certain action to be taken within a specific number of days, days means days when the President's Office is open and specifically excludes weekends and University holidays. In counting days, the day on which the event initiating the time limit is not counted.

14.2 Informal Resolution

Association members who believe that a term of this Agreement has been violated must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

14.3 Formal Resolution

a. Step One: Dean

If the dispute is not resolved within five (5) working days of the informal conference with the employee's immediate supervisor, the employee or Association may initiate the formal procedure by filing a formal written grievance, as defined in Section 14.1.a herein with the Dean. The Dean, or his/her designee, shall respond to the formal grievance in writing within five (5) days of receipt of the grievance form.

b. Step Two: Vice President of Academic Affairs

If the employee or Association is not pleased with the result of the Dean's Step One response, the employee or Association may appeal the decision to the Vice President of Academic Affairs within ten (10) days of the receipt of the Step One response. Within five (5) days of receipt of the Step Two appeal, the Vice President of Academic Affairs will schedule a meeting with the employee and his or her Association representative to review the formal grievance and the recommendation of the immediate supervisor through the informal resolution process. Such meeting will take place within ten (10) days of the Vice President of Academic Affairs' receipt of the Step One grievance form. Within ten (10) days of this conference, the immediate supervisor will provide the employee with a written response to the dispute.

c. Step Three: Review by the President of the University

If the employee is not satisfied with the resolution of Step Two, the employee may refer the dispute in writing for the President's direct review. To proceed to Step Two, the written dispute referral must be submitted to the President within five (5) days of receipt of the Step One decision. Within five (5) days of receipt of the referral, the President shall notify the employee and his or her representative of a meeting at which to hear the Step Two dispute, such meeting to take place within ten (10) days of the President's receipt of the referral. Within ten (10) days of the meeting with the President, the President will provide the employee with a written response to the dispute.

d. Step Four: Board of Regents Review

If the employee is not satisfied with the resolution at Step Three, the employee may refer the dispute in writing for the Board's consideration. To proceed to Step Four, the written dispute referral must be submitted to the President of the University within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following submission of the Step Four referral, the employee may present his/her case before the Board. The Board will review the grievance and the written decisions from each of the proceeding steps. Within ten (10) days of the meeting with the employee and his/her representative, the Board will provide the employee with its written decision. The decision of the Board is final and binding on all parties.

e. Miscellaneous Provisions

- 1) Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute.

- 2) Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
- 3) The Employee shall have the right to choose an Association representative to be present at all stages of the grievance procedure.
- 4) No audio or video recording shall be made at any stage of the grievance process unless both the employee and the University representative consent to the recording.
- 5) Each party shall have the right to call witnesses of its own choosing at any grievance hearing.
- 6) Formal written grievances shall be submitted using the form in Appendix A of this Agreement.
- 7) Grievances shall include the following:
 - (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
 - (b) a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
 - (c) the remedy sought.

ARTICLE XV – GENERAL PROVISIONS

15.1 All matters within the scope of bargaining have been negotiated and agreed upon. This Agreement represents the full understanding and commitment between the parties. This Agreement may be added to, deleted from, or otherwise changed only upon conferring regarding the reason for the addition, modification or other change to the Agreement and bargaining the impact, if any, of such addition, modification or other change to the Agreement.

15.2 All rights are reserved to the University except those expressly limited by the terms of this Agreement.

15.3 In the event that there is a conflict between a provision of this Agreement and the law, the law shall prevail. All other provisions of this Agreement, which are not in conflict with any law, shall continue in full force and effect.

15.4 The University agrees that no usage fees shall be charged for faculty as they work toward the fulfillment of the academic mission of the university and approved student activities. This prohibition on fees includes but is not limited to office space, library services, photocopying to support instruction and the faculty members assignment, technology and lab facilities.

15.5 Notification Of Assignment

Faculty members will receive notification of tentative course assignments and schedules by August 1 for the fall semester, and by December 1 for the spring semester, subject to change based on student enrollment.

ARTICLE XVI – COMPENSATION

16.1 In the interest of promoting a rich and engaging campus life, faculty shall be encouraged to serve in advisory roles to co-curricular student clubs and organizations associated with a University Academic program or honor society, as designated each academic year by the Vice President for Student Affairs, with a stipend of \$275 per academic year. Advisors shall be required to operate under the established guidelines of student activities and attend regular meetings at times that are convenient to the advisor's/sponsor's schedule. Advisors may be requested to address the Board as to the activities and accomplishments of his or her sponsored organization from time to time, and to attend designated meetings, trainings, or other development as required by the Vice President for Student Affairs.

16.2 For the 2014-2015 academic year, salary schedules for the respective "Floor, Middle and Ceiling" benchmarks shall be increased by 2% over their previous academic year's sums during the term of this Agreement. For the 2015-2016 academic year, salary schedules for the respective "Floor, Middle and Ceiling" benchmarks shall be increased by 1% over their previous academic year's sums during the term of this Agreement.

16.3 A flat rate of \$2300.00 will be paid for overload and summer pay for a minimum of three (3) credit hours. For courses of one (1) or two (2) credit hours, payment will be at the adjunct rate.

XVII -TENURE AND PROMOTION

17.1 Tenure Definition

Tenure is here defined as stability of faculty appointment for an indefinite period, ending only under any one of the following conditions:

1. The voluntary resignation of the faculty member;
2. The involuntary termination of the faculty member for just cause and after due process; or
3. The death of the faculty member.

17.2 Promotion

Promotion here is defined as movement from one rank to another.

17.3 Eligibility for Tenure and Promotion

- a. Whoever has achieved at least the rank of Assistant Professor, who is on tenure track and has a terminal degree, shall be eligible for tenure and promotion. Faculty members with the rank of Associate Professor shall be eligible for promotion.
- b. General Criteria upon Which Tenure will be Considered

The Vice-President for Academic Affairs shall notify the Committee on Rank and Tenure and instruct the chairperson of that Committee to inform the faculty member concerned of his/her eligibility for tenure consideration by September 15th of the 10th academic year. No formal request on the part of the eligible faculty member shall be deemed necessary.

1. Assistant Professors

Upon (6) years of continuous service, a faculty member at Harris-Stowe State University shall be eligible for tenure. The Vice-President for Academic Affairs shall notify the Committee on Rank and Tenure and instruct the chairperson of that Committee to inform the faculty member concerned of his/her eligibility for tenure consideration by September 15th of the sixth academic year. No formal request on the part of the eligible faculty member shall be deemed necessary. Faculty hired in Assistant Professor positions prior to the effective date of this contract shall be eligible for tenure.

2. Associate Professor

Upon thirteen (13) years of continuous service at the rank of Associate Professor, a faculty member at Harris-Stowe State University shall be eligible for promotion to full professor. The Vice-President for Academic Affairs shall notify the Committee on Rank and Tenure and instruct the chairperson of that Committee to inform the faculty member concerned of his/her eligibility for promotion consideration by September 15th of the 10th academic year. No formal request on the part of the eligible faculty member shall be deemed necessary. Current faculty members with associate professor rank have the right to opt out of consideration for full professor status.

c. Criteria for Tenure

Weighted criteria shall be used in judging the relative merit of candidates for tenure and promotion. They include:

- Evidence of Effective University Teaching - 35%
- Faculty Evaluation – 35%
- Scholarly growth and development in discipline – 15%
- Evidence of Cooperation and Contributions to department or division activities – 5%
- Evidence of Cooperation and Contributions to campus and College wide activities – 5%
- Evidence of community service involvement – 5%

Committee on Rank and Tenure Composition

The Committee on Rank and Tenure is a standing committee appointed by the Vice President of Academic Affairs and approved by the President. Its composition consists of one University administrator with regular faculty rank and tenure and one regular faculty member with tenure from each academic division. The Committee on Rank and Tenure is appointed by September 5th of each calendar year and elects its own chairperson. No person may serve more than two (2) consecutive terms on this Committee, and no person requesting evaluation of promotion shall be eligible to serve on this Committee.

Committee on Rank and Tenure Consideration Roles and Responsibilities

The Vice President of Academic Affairs shall present to the Committee on Rank and Tenure the following items of information based on the eligible candidate's current personnel file.

Number of years of satisfactory service at the University including official evidence of the exact number of years of official exemptions.

An official statement that the candidate's appointment is a tenure-track appointment, as evidenced by a copy of the faculty member's employment contract for faculty hired prior to July 1, 2014. For faculty hired after July 1, 2014, such statement shall be on the employee's notification of assignment.

An official statement based on performance evaluation documents in the candidate's personnel file, that the candidate's employment at the University has been satisfactory and that his/her conduct during this period of employment has not been such as to bring discredit to the University.

The Vice President of Academic Affairs's memorandum to the Committee will ask the Committee to reach a general consensus regarding the following basic questions:

Does the Committee recommend that the candidate be granted tenure?

If not, what are the Committee's reasons for recommending a denial of tenure?

It is the responsibility of the Committee on Rank and Tenure to evaluate candidates who have made formal application for advancement in academic rank and/or tenure. The Committee shall observe the following:

Step 1: On or before September 1 of the year of consideration, the Rank and Tenure Committee will receive from the Vice President of Academic Affairs a list of all faculty members who are eligible by reason of service for promotion or tenure.

Step 2: The Committee on Rank and Tenure will then send written notices on or before September 15th to all persons on the eligible list, inviting each to submit a formal request for evaluation and consideration for promotion.

Step 3: The concerned faculty member will complete the required formal request document and return it to the chairperson of the Committee on Rank and Tenure by mid-November for processing.

Step 4: The Rank and Tenure Committee will process each formal request in the following way:

Copies of appropriate sections of the credentials presented in the formal request document will be made and attached to each of two (2) kinds of evaluation.

The Administrator: Division Chairperson's evaluation form

The Faculty: Peer evaluation form

There will be no need for a faculty self-evaluation form inasmuch as one of the separate sections of the formal request document will require the faculty member seeking promotion with or without tenure to present his/her self-evaluation.

The confidentiality of personnel matters contained in or presented as supporting documents to the faculty request form will be carefully considered before copies or extracts are made and attached to the three (3) types of evaluation forms. These two (2) different types of faculty evaluation forms will be sent to the following persons:

The Division Director

Two of the candidate's peers within the division:

a) one named by the candidate,

b) the other by the faculty of the candidate's discipline or division.

Each person receiving an evaluation form will be asked to review the accompanying "credentials" documents and on the basis of his or her knowledge of the candidate, complete the faculty evaluation form and return it to the chairperson of the University Committee on Rank and Tenure – usually within two (2) weeks.

Upon the return of all evaluation forms and related credentials on a given candidate, the Committee on Rank and Tenure will review each evaluation using a criteria checklist and assign candidacy.

All candidates whose requests have received a quantitative value of 3.5 on a 5.0 scale shall be recommended by the Committee to the Vice President of Academic Affairs for promotion with tenure.

The Vice President of Academic Affairs will review the recommendations together with all related documents and forward the Rank and Tenure Committee's final recommendation for each candidate to the President who will forward the final recommendations by the Rank and Tenure Committee to the Board of Regents for a formal vote.

17.4 Instructors

Instructors will advance automatically to the rank of Assistant Professor at the beginning of the semester following their receipt of a terminal degree from an accredited institution of higher education which is related directly to their primary fields of instruction.

ARTICLE XVIII – REDUCTION IN FORCE

18.1 Definitions

- a. *Reduction in Force* refers to the termination of a faculty appointment resulting from a financial exigency, program reduction, or financial emergency. Faculty may not be laid off as a result of a financial exigency or program reduction except as provided in this policy.
- b. *Financial exigency* is defined as a condition of projected deficit in the University's operating budget of such magnitude that reduction in faculty is necessary.
- c. *Program reduction* is defined as the elimination or merger of degree programs, departments of instruction, or colleges, or reduction in student enrollment, which is a function of the University in its regular review of

enrollments, departments and programs, resource allocation and strategic planning.

- d. *Financial emergency* is defined as a sudden, catastrophic situation (including but not limited to natural disaster, public health crisis, or act of terror) that requires budget reductions of such magnitude that the layoff of faculty is necessary and of such urgency that procedures and notice in Sections 18.2 and 18.3 cannot reasonably be followed.

18.2 Initiation of Reduction in Force

- a. In order to maintain the University's strong commitment to academic integrity and diversity, the rules set forth herein make provision for adherence during the reduction process to the University's goals to the fullest extent allowed by law.
- b. The University shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency or program reduction, and shall meet with the HSSU-NEA regarding the anticipated impact on faculty positions.
- c. Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated only after feasible alternatives to reduction in force have been considered by the University, the HSSU-NEA, and faculty potentially affected by a reduction in force. Such measures may include, but are not limited to: reduced appointments, leave without pay, and /or early retirement with appropriate compensation.
- d. For any reduction in force resulting from financial exigency program reduction, the affected unit(s) shall be notified of the proposed reduction and rationale for that reduction. The paramount goal in the development of strategies and actions for dealing with reduction in force must be to maintain the goals of the University and the objectives of the strategic or long range plans of the University and its units.
- e. The University shall meet with the HSSU-NEA before implementing any reduction in force related to program reduction or financial exigency. The HSSU-NEA shall be provided with written information regarding the reduction in force, including a rationale for the proposed reduction and a list of faculty whose positions are under consideration for elimination or assignment change.

- f. Retention priority criteria within academic units or sub-units. During reduction in force, the following criteria shall be utilized in determining the retention priority of all faculty members within an affected academic unit or sub-unit after programmatic needs have been determined:
1. Retention decisions shall be based solely on the faculty member's contribution to the goals of the academic unit as defined by the faculty member's demonstrable achievement in the areas of teaching, scholarship, and service; credentials in high need enrollment areas, and the employees past performance evaluations (including successful attainment of designated learning outcomes for courses taught).
 2. Tenured faculty members shall have retention priority over all untenured faculty members;
 3. Between faculty members with the same status (tenured, probationary, or non-tenure-track), the faculty member with the higher performance evaluation results shall have retention priority (e.g., more senior instructors shall have higher retention priority than those less senior);
 4. If two or more faculty members from different colleges are equal in retention priority, then the Vice President of Academic Affairs shall determine who shall be retained, in consultation with the deans from the affected colleges.
 5. The dean's retention decisions shall consider the recommendations made by a committee comprised of faculty from the relevant college.
 6. Faculty members with the least retention priority shall be the first to be terminated within the specific unit.

18.3 Notice

- a. Faculty subject to layoff under this section shall be given appropriate notice whenever possible, except notice is not required in layoffs due to financial emergency.
- b. Notification at least three months prior to termination shall be provided to non-tenure-track faculty (other than senior instructors) with a one-year contract.
- c. All tenured faculty shall receive notification at least six (6) months prior to termination except in cases of "financial exigency," in which case, notice will be provided to the affected faculty as soon as practicable, in the President's sole discretion.
- d. Faculty members shall be notified of termination via registered mail.

18.4 Recall Rights

Recall procedures for laid-off Association members shall be as follows:

- a. The Vice President of Academic Affairs or his or her designee shall establish and maintain re-employment lists for all departments and programs including the name of any faculty on lay-off status. It is the responsibility of the faculty member(s) terminated from employment in connection with a reduction in force to notify the Office of the Vice President of Academic Affairs of any changes in address.
- b. The University shall not fill a vacant faculty position by hiring an individual not on the recall list without first making written offers of recall to faculty members on the recall list who, according to the affected unit and in the discretion of the Vice President of Academic Affairs, are qualified for the position. A faculty member who did not attain designated learning outcomes for courses previously taught shall not be considered qualified for recall.
- c. Recall rights shall extend for a period of three semesters from the effective lay-off date.
- d. Faculty members on the re-employment list shall receive offers of re-employment in reverse order of lay-off, according to their qualification for the open position.
- e. Faculty members on the recall list shall be notified of offers of re-employment via registered mail.
- f. Any faculty member on a recall list who cannot be reached or who fails to accept an offer of recall within ten (10) working days of receipt of the offer shall be deemed to have declined the offer, and shall be removed from the recall list.
- g. Any recalled faculty member shall be placed at least at the same rank and salary held at the time of lay-off.

18.5 Financial Emergency: Reductions Not Covered By The Exigency Policy

- a. The University will notify the HSSU-NEA when a financial emergency will require a reduction in force. If in the University's judgment emergency action is necessary, the Vice President of Business and Financial Affairs will present justifications for the declaration of a financial emergency in a

meeting of the Labor Relations Committee.

- b. Decisions to discontinue or reduce programs or departments, and the scope of faculty reduction that result, are not subject to the grievance procedure.
- c. The Office of Human Resources shall assist in the orderly transition from University-supported benefits to individually contracted programs.
- d. The recall provisions specified in Article 18.4 will apply.

APPROVAL:

For the University:

Shelma V. Cook
President, Board of Regents

6-23-14
Date

For the Association:

Gregory S. Carr
President, HSSU-NEA

6-17-14
Date