

ARTICLE VI ASSOCIATION RIGHTS

Section 1. Use of University Facilities.

Except for emergency closings deemed necessary by the University President or designee, bargaining unit members shall have 24-hour, 365- day access to their offices and other facilities for University-related professional activities. Access shall be provided Monday through Friday from 7:00 A.M. to 11:00 P.M. and on Saturday and Sunday 7:00 A.M. to 7:00 P.M. Bargaining unit members desiring admission at times other than those stated above may contact security as per established University procedures as of July 1, 1993.

Section 2. Discipline.

A. Guidelines. Discipline of bargaining unit members will be proportional, progressive, and for just cause. The first instance of egregious misconduct may result in discipline up to and including termination (for other causes for termination, see Article VIII Section 6).

B. Disciplinary Meetings. Bargaining unit members shall have the right to be accompanied at disciplinary meetings, conferences, or hearings by the SEA President, an SEA officer, or any other representative of the bargaining unit member's choice. If the selected representative is unavailable at the designated meeting date and time, the bargaining unit member may request the meeting be rescheduled within 10 working days.

C. Disciplinary Procedures. Within five (5) working days of initiating an inquiry into allegations of misconduct against an identified bargaining unit member, the University will notify the identified bargaining unit member and the SEA President of the inquiry. The Association and an O.E.A. representative have the right to be present at any/all meetings with the bargaining unit member.

Before the inquiry is completed, the bargaining unit member will be given an opportunity to provide evidence on his or her own behalf. Upon completion of the inquiry the dean shall provide copies of all evidence and will allow the bargaining unit member to supply documentation, witnesses, and additional evidence prior to taking any action if appropriate.

Should the allegations be found to have no merit, or settled informally, a notation to that effect will be placed in the completed inquiry file. The completed inquiry file will be destroyed in accordance with the University's records retention schedule or three years if these records are not specified on the retention schedule. No record of the inquiry or proceedings that is found to have no merit or that is settled informally will be maintained in the faculty member's personnel file.

Section 3. Rights and Privileges of the Association.

The President of the University and representatives of the Association shall meet on a monthly basis if requested by either party. The President of the Association shall have the right to address the Board at all public meetings of the Board.

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

- (1) Agenda and minutes of all Board of Trustees meetings at the time of dissemination;
- (2) An updated University Policy and Procedures Manual.

B. Upon written request, public documents as defined in Section 149.43 O.R.C. shall be made available to the Association. The University may assess the Association the standard copy fee charged to other campus organizations for any copies requested.

C. The Association shall be permitted to use the University's classrooms, lounges, and grounds facilities at no cost. Other University facilities shall be provided as per rates established by University policy on an incremental cost basis. Any additional cost incurred by the University shall be paid by the Association upon submission of an appropriately documented charge.

D. The Association shall be authorized to use University-owned equipment including typewriters, micro computers, internet system, and word processing equipment, telephones, calculating machines, and all types of audio visual equipment. Any supplies consumed with the use of the equipment shall be paid by the Association.

E. The Association shall be permitted to use the University's interdepartmental mail facilities.

F. In addition, the Association shall be permitted to use the University telephone and long distance system in order to conduct official Association business. Long distance charges shall be paid by the Association.

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

H. Duly authorized representatives of the Association who are not employed by the University shall be permitted to transact official business with Association members on University premises during normal business hours, provided such business does not interfere with the employees' duties.

I. The Provost will seek to obtain file storage space within the University accessible by the SEA sufficient for three University provided lockable file cabinets.

Section 4. Release Time.

The University shall provide release time with full pay for the SEA President up to six (6) **[Q: eight (8)]** credit hours each year, but no more than one course per term. The University will cooperate with the Association President in the scheduling of his/her workload.

Section 5. Complaint Procedure.

The bargaining unit member and the Association President will be provided a copy of the complaint within three (3) working days after the University receives notice of any signed written complaint about bargaining unit members made by students, parents of students, members of the public, colleagues regarding a bargaining unit member's professional conduct, service, or character. The Association and an O.E.A. representative have the right to be present at any/all meetings with the bargaining unit member.

A. Preliminary Procedure.

Except in the cases of charges of serious misconduct, the dean will attempt to settle the complaint informally by meeting with the parties either individually or together as appropriate. The University will attempt to maintain confidentiality regarding complaints. Within twelve (12) working days after service of notice of the complaint, the dean will notify the complainant and the faculty member of his/her finding of no merit, settlement or decision to proceed formally. Should the complaint be found to have no merit, or is settled informally, a notation to that effect will be placed in the complaint file. The complaint file will be destroyed in accordance with the University's records retention schedule. No record of the complaint or proceedings that is found to have no merit or is settled informally will be maintained in the faculty member's personnel file.

B. Formal Complaint Procedure.

A formal complaint is any complaint that is made a matter of record and may be used for future disciplinary action(s). The Association and an O.E.A. representative have the right to be present at any/all meetings with the bargaining unit member.

The complaint will be investigated by the dean except for complaints that allege discrimination or harassment which will be investigated in accordance with the University's discrimination and harassment policy.

The dean shall provide copies of all evidence and will allow the bargaining unit member to supply documentation, witnesses, evidence, and rebuttal of the complaint.

The dean must consider not only the evidence of the complaining party, but also the evidence of the bargaining unit member prior to rendering a decision.

The dean shall meet with the bargaining unit member after the investigation has been concluded to discuss the findings of the investigation and his/her decision on appropriate action if any. Should the complaint be found to have no merit, or is settled informally a notation to that effect will be placed in the complaint file. The complaint file will be destroyed in accordance with the University's records retention schedule. No record of the complaint or proceedings that is found to have no merit or is settled informally will be maintained in the faculty member's personnel file.

Any disciplinary action by the dean must be in accordance with Section 2 A. of this Article. The bargaining unit member may request the matter be discussed with the Provost.

Section 6. Personnel Files.

A. Official Personnel File. The University shall maintain in the Office of the Provost one official, personnel file on each bargaining unit member. All documents placed in this personnel file shall be dated and signed by the individual authorizing inclusion. The bargaining unit member shall be sent a stamped copy of the document at the time of placement and shall have opportunity to add his/her written rebuttal as an attachment to any document in such file.

All official, personnel records on bargaining unit members shall be kept exclusively in this file, including information resulting from the investigation of an official complaint by the procedure outlined in Section 5.

Upon written request by the bargaining unit member, the University shall remove any disciplinary material related to academic or professional issues which has been incorporated in the official file for more than three years other than those for discrimination prohibited by state or federal law.

B. Other Personnel Files. A second file may be maintained in the Personnel Office, containing copies of contracts and supplemental contracts, rates of pay, sick day accumulation, and other payroll, tax, and fringe benefit information.

If unofficial or working files are maintained for individual bargaining unit members, the member shall be notified of the existence of the files.

C. Access to Files. The bargaining unit member shall have access at reasonable times to his/her personnel file(s), and may have an Association representative present while reviewing his/her file. These files may be reviewed in the Provost's Office in the presence of a representative from that office. Each bargaining unit member shall have the right to obtain from the University a copy of any document contained within his/her file(s). The University may charge a reasonable fee for such service except for those copies provided under 6A above.

Section 7. Electronic Media

No part of the permanent official personnel file and no permanent part of any unofficial or working file shall be maintained on electronic media. Both parties shall strictly comply with all the laws governing electronic surveillance and access of electronic information. This section is not intended to apply to databases containing only the following: names, addresses, sick leave, phone numbers, rank, step, class, salary data, workload data, promotion dates, continuing contract status, release time, highest degree earned, faculty development information, tuition reimbursement, years of service to the university and transfer credit from another place of employment (for promotion and continuing contract). Under no circumstances may disciplinary information (reprimands, admonitions, counseling, etc.) or any faculty evaluation which is only stored electronically and is not a part of the official personnel file be used in any grievance or arbitration.

Telephone and oral conversations/recordings and electronic communications are considered private. (See Appendix F, Campus Electronic Mail) Intercepting or monitoring of electronic or telephone conversations/recordings is strictly prohibited. Information which is gathered by these means shall not be used in any grievance, arbitration or disciplinary action.

Telephone and oral communications between and among SEA and SSU employees and Trustees which are recorded without all parties permission shall not be used in any grievance or arbitration.

All parties understand that the Ohio Public Records Act requires the University to release information such as electronic mail if it is available and nothing in this paragraph restricts the use of that information in a grievance or arbitration which was legally obtained through the Ohio Public Records Act.