

Professional Unit Agreement

Between

Hocking Technical College

And

**Hocking College
Education Association
OEA/NEA**

**January 1, 2022
through
December 31, 2024**

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GLOSSARY OF TERMS

Except as otherwise specified in the text, when used in this Agreement, the following terms shall have the meanings set forth below:

Academic Discipline

An academic subject based upon a specific branch of knowledge (i.e., communications is an academic discipline in the School of Arts & Sciences).

Active Discipline

Any disciplinary action including verbal or written. Disciplinary actions shall be active for one year from the date it is administered.

Beginning Wage Scale

The salary schedule on which an employee's position is placed, as listed in Article VII.

Benefit Eligible Employees

For purposes of medical, dental and vision benefits the college will comply with all state and federal laws that define a benefits eligible employee. In all other cases, benefits eligible employees are full-time employees.

Calendar Day

Any day of the week, Sunday through Saturday.

Calendar Year

A period of 365 consecutive days, commencing January 1, to which period one additional day shall be added when such year encompasses February 29.

Casual or Temporary Employee

An individual employed by the College who's regularly scheduled work week hours or whose months per Employment Year fail to meet the relevant minimum standard for classification as a "Fulltime" employee as hereinafter defined.

Class Hour

A fifty (50) minute period of formalized teaching in which the teacher presents an educational experience to students applying any combination of instructional methods such as lecture, directed discussion, demonstration, or the presentation of audio-visual materials or techniques. Applies in situations in which the teacher bears the primary responsibility for instructional activity and is directly involved with the students in the class in the instructional process.

Confidential Employee

"Confidential Employee" means any employee who works in the Human Resources Office and Office of Information Technology of the College and deals with information to be used by the College in collective bargaining, or any employee who works in a close,

continuing relationship with College officers or representatives directly participating in collective bargaining on behalf of the College as stated in ORC 4117.

Contact Hour

The Class Hour or Lab Hour during which the employee and the student are physically together for educational purposes, or based on the course inventory in the case of on-line courses, or based on the formula for practicum/co-op/directed practice and similar field experiences.

Course Assignment

For purposes of this contract, course assignment means the filling of classes with faculty and others, as described in Article VI.

Emergency

An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate attention.

Emergency Closure

The College's main campus is closed due to an emergency and it not open to the public.

Employee/Bargaining Unit Employee

An individual employed by the College whose position is included in the Bargaining Unit encompassed by the Agreement. Only such individuals are covered by the Agreement.

Employment Year

A period of 365 consecutive calendar days commencing on the date the employee reports for work in a bargaining unit position and to which period one additional day shall be added when the subject Employment Year encompasses February 29.

Extended Family

Spouse/life partner, child, **stepchildren**, mother, father, sister, brother, mother-in-law, father-in-law, as well as grandparents and grandchildren or members (permanent residents) of the employee's own household, if any.

Field of Expertise

An occupational subject based upon specific skill requirements of a Professional Unit Employee.

Full Time Faculty Employee

A Bargaining Unit Employee whose regular duties are to teach 100% of normal load per semester.

Full Time Non-Faculty Employee

A Bargaining Unit Employee whose regular duties are non-teaching at least 50% of

each workweek for nine (9) months or more of an employment year.

Home Campus

The work location at which the greatest percentage of an employee's duties are assigned. When an employee's duties are evenly divided between two or more work locations, the work location farthest from the employee's residence shall be his/her designated home campus. An employee's home campus may vary from semester to semester, based on assignment.

Immediate Family

Spouse/life partner, child, stepchildren, mother, father, sister, brother.

Independent Study

An independent study course does not have assigned class hours and is offered to a student, or group of students, by direction of the Academic Administrator and conducted under the direction of an employee in a manner tailored for individualized learning.

Job Title

The title of the employee's job as shown on the employee's current job description.

Lab Hour

A fifty (50) minute period of time (in either a laboratory or a practical work setting) in which students participate in educational activities which apply the learned skills in a practical manner. Activities are supervised by either a Faculty Bargaining Unit Employee or work area supervisor. Types of lab experiences are: laboratory hour, clinical lab hour, directed practice hour, practicum hour, cooperative work experience, and field experience.

Management Level Employee

Any employee who formulates or responsibly directs the implementation of policy on behalf of the College or who, on behalf of the College, may reasonably be required to assist in the preparation for the conduct of collective bargaining, administer collective bargaining agreements, or who has a major role in Human Resources administration.

Master Schedule

The document reflecting course, room and time assignments, and other related data which is used, when completed, as course offerings to students. It is the document to which the employee's assignment for classes is entered.

Normal Workday (Non-Faculty)

The regular College workday shall be from 8:00 a.m. to 5:00 p.m. The word "normal," signifying the usual practice, may have exceptions as required by the business function of the particular unit.

Normal Workweek (Faculty/Non-Faculty)

The normal workweek shall be Monday through Friday. The word "normal," signifying

the usual practice, may have exceptions as required by the business function of the particular unit.

Organizational Unit

An instructional school (e.g., School of Natural Resources) or unit is an organizational unit within the College that usually includes academic or technical disciplines and/or fields of expertise. A non-instructional unit provides specific services to the College, generally of like kind (e.g., Financial Aid).

Professional Employee

Any "professional employee" as defined in ORC 4117.01. Professional employees include faculty and professional non-faculty employees whose position is included in the Bargaining Unit encompassed by this Agreement. Only such individuals are covered by this Agreements.

Qualified Employee

An employee shall be deemed qualified for a position if he/she meets the qualifications for the position as set forth in the position's current job description.

Reassigned/Release Time

Time spent granted by the supervisor or contract provision participating in activities other than customary duties during normal working hours.

Regular Salary

The salary of an employee as stated in the appropriate schedule and step.

Restricted Work Area

An area in which personnel are restricted due to reasons of security or safety.

Student Employee

An individual whose primary purpose is educational training, including graduate assistants or associates, residents, interns or other students working as part-time public employees less than fifty percent of the normal year.

Supervisory Employee

Any "supervisor" as defined in ORC 4117.01.

Vacation Year of Service (Non-Faculty)

A year from the anniversary date of the first day worked for the College in a Bargaining Unit position.

Work Year – Faculty

A Faculty Bargaining Unit Employee shall be obligated to be on campus no more than 169 days (shall not include summer session).

ARTICLE I

RECOGNITION

I.A. Recognition

The Hocking Technical College/Hocking College, hereinafter called the College, recognizes the Hocking College Education Association OEA/NEA, hereinafter called the Association, as the sole and exclusive bargaining representative for those employees in the bargaining unit as defined in Section B of this Article.

I.B. Included

The bargaining unit shall include all fulltime professional employees including, but not limited to: faculty and financial aid, non-supervisory employees.

I.C. Excluded

The unit shall exclude: President, Vice Presidents, Deans, Associate Deans, Academic Administrators, Program Managers, Office Managers, Department Chairs, Academy Commanders, Business Managers, Administrators of Non-Instructional Programs, Public Information, and Secretary to the Board of Trustees. All managerial, confidential, supervisory, student, support staff bargaining unit, casual/temporary, adjunct faculty grant-funded employees, and all other employees either excluded from inclusion by ORC 4117 or those employees of an unlike community of interest.

I.D. Benefits

All Bargaining Unit Employees shall be entitled to all rights, privileges and benefits as set forth in the Agreement unless otherwise specifically modified by the express terms of this Agreement.

I.E. Unit Placement

I.E.1. In the event that a position has not been previously included in or excluded from the Bargaining Unit, or a position that has been included in the Bargaining Unit changes to a degree that it falls within one of the above listed exclusions, or a position previously excluded changes to the degree that it no longer falls within the above listed exclusions, the College shall notify the Association of such changes within fourteen (14) calendar days. At the request of either side, the parties shall meet to determine if the position should be included in or excluded from the Bargaining Unit. If the parties disagree, the issue shall be submitted to expedited arbitration. The decision of the arbitrator shall be final.

Within ten (10) calendar days of agreement, or the arbitrator's report, the parties shall mutually submit and support a petition for amendment of

certification under Chapter 4117-5, Section E of the Ohio Administrative Rules.

- I.E.2.** In making a decision as to inclusion or exclusion, the parties and the arbitrator shall be bound by the definitions outlined in Article I and the Glossary of Terms contained in this Agreement.
- I.E.3.** A Bargaining Unit position that later becomes partially or fully funded from grants or other outside monies will not remain in the Bargaining Unit.

ARTICLE II

MANAGEMENT RIGHTS

II.A. Management Rights

The College reserves and retains, solely and exclusively, all rights, powers and authority enjoyed by it prior to the State Employment Relations Board's certification of the Association except as specifically limited by the explicit provisions of the Agreement. Such reservation and retention includes, without limitation, the right of the College to determine and fulfill the College's mission, to determine staffing policies, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its operations and personnel. Such exclusive reserved management rights further include, but are not limited to, the following:

- II.A.1.** Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees, and to determine staffing policies and in all other respects to plan, administer, govern and control its personnel.
- II.A.2.** To determine the adequacy of the workforce.
- II.A.3.** 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, its overall budget, utilization of technology and organizational structure; to determine the financial policies and procedures of the College; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means or personnel by which governmental operations are to be conducted; determine and fulfill the overall mission of the College as a unit of government.
- II.A.4.** Effectively manage the workforce; direct, supervise, evaluate or hire employees.
- II.A.5.** Take actions to carry out the mission of the College as a government unit including planning, managing, evaluating, administering, governing, controlling and directing its operations; and, to do all things appropriate and incidental to any of its reserved rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the functions of management. The College is not required to bargain on subjects reserved to the management and direction of the College except those pertaining to wages, hours, or terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement. It is understood, however, that a Bargaining Unit Employee or the Union may raise a legitimate complaint or file a grievance based on this Agreement.

ARTICLE III
NEGOTIATION PROCEDURE

III.A. Procedure

- III.A.1.** Either party may initiate negotiations regarding this Agreement's successor contract by serving notice upon the other party of a desire to negotiate. Notice to negotiate shall be filed between March 1 and March 15 of the last year of the contract. A request from the Association shall be sent to the Human Resources Administrator. A request from the College shall be sent to the President of the Association.
- III.A.2.** Both parties agree to meet by April 15th or the next closest business day to exchange proposals and set ground rules. The date of this meeting may be extended by mutual agreement.
- III.A.3.** If negotiations are conducted during working hours, release time with pay shall be provided for those participating Bargaining Unit Employees of the Association's negotiating committee who otherwise would be scheduled to work during such time; If negotiations are not conducted during working hours, no compensation shall be provided for those participating Bargaining Unit Employees of the Association's negotiating committee; however, in no event will the College be required to pay more than three (3) such Bargaining Unit Employee participants in connection with any particular negotiating session.
- III.A.4.** Both parties agree to communicate to their respective constituencies in a good faith manner, which reasonably reflects the status of negotiations.
- III.A.5.** There shall be three (3) signed copies of the final Agreement and each shall be signed by all personnel listed on the signature page.

III.B. Dispute Resolution Procedure

- III.B.1.** The following alternate dispute settlement procedure shall replace ORC. 4117.14 (C)(2) through 4117 (D) (1) in the negotiations for a successor agreement.
- III.B.1.** In the event an agreement is not reached after forty-five (45) calendar days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS).

In the event that the services of a mediator are called upon, the mediation process shall last for no more than 30 (thirty) calendar days, unless mutually agreed upon by the parties.

III.B.2. The parties at any time may mutually agree to any other Dispute Resolution Process they deem appropriate. If there is a fee for the agreed upon dispute resolution process, the services shall be paid equally by the parties.

III.C. Printing of Agreement

Within thirty (30) calendar days after this Agreement is signed, an electronic version will be posted on the Hocking College Website.

ARTICLE IV

GRIEVANCE PROCEDURE

IV.A. Scope and Definition

A grievance is an allegation or complaint that there has been a violation, misinterpretation or misapplication of the terms and conditions of this Agreement. Upon completion of the pre-grievance process, a grievance may be filed by the Association or a Bargaining Unit Employee.

No reprisal of any kind will be taken against any party or participant in the grievance procedure.

IV.B. Construction

IV.B.1. Nothing contained in this Article will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that the grievant should work their supervisor to resolve all disputes before the filing of a formal grievance.

IV.B.2. During all phases of the Grievance Process pursuant to Section IV.C. the grievant shall have the right of representation, provided there shall not be more than three (3) Association Grievance Representatives including the Labor Relations Consultant for the Bargaining Unit.

IV.B.3. Calendar days shall be used to establish timelines; however, observed holidays pursuant to Section VI.P.I., and Spring and Winter Break pursuant to the Academic Calendar shall be excluded. The grievance process will be held at a mutually agreed upon location.

IV.B.4. A grievance may be withdrawn in writing any time without prejudice. Withdrawal does not constitute an admission of wrongdoing by either party. Once withdrawn, the withdrawn grievance may not be re-filed by the same grievant or the Union on behalf of the same grievant. If a subsequent instance of the same issue occurs a new grievance may be filed.

IV.B.5. Failure of the grieving party to comply with the time limits set forth in each step results in the dismissal with prejudice of the grievance. Lack of adherence to the time limits by the College will result in the grievance being moved to the next step. The time limits set forth in this Article may be extended by written mutual agreement by the parties.

IV.B.6. If an agreement is reached, it shall be reduced to writing and signed by all the parties.

IV.C. Procedure

IV.C.1. Grievance

Labor and management agree that workplace concerns should be addressed as proactively as reasonably practicable. However, a formal grievance under this Article shall be filed with Human Resources within (30) thirty calendar days after the employee(s) knows or should have known of the alleged grievance.

The grievance shall be on a form available to the Association and Bargaining Unit Employees located on the Office of Human Resource's web site. The grievance shall state the specific article or articles violated, the conduct, or decision that constitutes the violation, and the proposed remedy. The grievance shall be filed with the Office of Human Resources.

Upon receipt of the grievance, The Office of Human Resources shall schedule a meeting and notify the grievant(s), of the time and place of the meeting. The meeting shall be completed within ten (10) calendar days after the grievance is filed.

The meeting shall be facilitated by the Office of Human Resources Administrator, or designee, and may consist of the following participants: grievant(s), three (3) Association representatives including the Labor Relations Consultant, and up to three (3) College representatives.

Within five (5) calendar days of the conclusion of the meeting, the Office of Human Resources Administrator, or designee, shall provide a written agreement, if resolved or a written decision if no agreement is reached. If no agreement is reached, the grievant may file for mediation or arbitration within ten (10) calendar days of the decision. All documents shall be on or attached to the grievance form.

IV.C. 2. Mediation

Upon mutual agreement of the parties, mediation is available as an option after the grievance is filed. If mediation is requested by a party and the other party agrees to mediate, the timelines for filing a request for arbitration will be tolled (placed on hold) subject to the mediation process. The parties agree to utilize the service of the Federal Mediation and Conciliation Service or other agreed upon mediation service. The fee, if applicable, for mediation services shall be shared equally by the parties.

IV.C.3. Arbitration

If the grievance is not resolved and the grievant is not satisfied with the College's decision concerning the grievance, within ten (10) calendar days following the date appearing on the College's final written decision or (10) calendar days from the date of the final mediation session, if applicable, the grievant shall file written notice of such appeal to the Office of Human Resources. The Association shall petition a mutually agreed upon Arbitration Association or organization for a list of seven (7) arbitrators. The Office of Human Resource's Administrator and the Association shall

choose an arbitrator from the list of arbitrators using the alternate strike method beginning with the toss of a coin to determine who goes first. The procedural format shall be determined by the mutually agreed upon arbitrator.

IV.C.3.a. Arbitrator's Decision and Compensation

The arbitrator shall conduct a hearing on the grievance in accordance with such rules as set forth by the arbitrator. The arbitrator will render his/her decision in writing thirty (30) calendar days, or such additional time as mutually agreed by the parties. The decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The College and the Association will bear their own grievance process and arbitration expenses individually and the arbitrator's fee and expenses will be paid by the party that does not prevail in said arbitration.

IV.C.3.b. Limitation of Arbitrator's Authority

The jurisdiction and authority of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement. The Arbitrator shall have no authority to add or to subtract from or in any way modify the terms and conditions of this Agreement.

IV.D. Records

All grievance records involving Bargaining Unit Employees shall be kept separate from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

IV.E. Batching of Grievances

Grievances, including arbitration, cannot be "batched" and/or combined except as may be mutually agreed to by both parties.

IV.F. Written Waiver

Grievance timelines shall not be extended except by mutual, written agreement of the parties. Requested extensions shall not be unreasonably denied.

ARTICLE V

ASSOCIATION RIGHTS

The College grants the Association the following sole and exclusive rights:

V.A. Facilities Usage

To use the College's lecture hall(s), classroom(s), and/or meeting room(s) for bargaining unit meetings, at no cost, requests shall be sent to events@hocking.edu.

The Bargaining Unit employees shall have access to a staff lounge located in either Light Hall or Oakley Hall.

V.B. Office

The Hocking College Education Association (HCEA) and the Hocking College Support Staff Association (HCSSA) will share a suitable, assigned, private office of not less than 100 square feet of floor space in John Light or Oakley Hall or another mutually agreed upon building for conducting business involving the Association's employees. This space shall be furnished and equipped by the Associations.

V.C. Public Documents

C.1. Public records shall be provided in accordance with Ohio law.

V.C.2. It is the intention of the College to provide the Association with data, in an on-going manner that is relevant to the status of bargaining unit personnel. Upon request, Human Resources will forward data to the Association President within fourteen (14) calendar days of such activities related to bargaining unit members. This data may be provided in summary form, prepared in a manner consistent with normal Human Resources practices. The Association President and members of Human Resources may meet periodically to discuss the need to add, modify or delete such data, so long as information requested is consistent with the Association's need to know and with Human Resources' need to operate in an efficient manner. This section shall not be construed to in any way restrict the Association's rights under section 194.43.O.R.C.

V.D. Employee Status

On the first business day of each month the College shall provide the Association President a list of all new permanent hires, resignations, retirements, transfers within the Bargaining Unit and terminations which occurred during the previous month. If none of the above occur in the previous month the College shall notify the Association President that there is no report.

V.E. Trustee Agenda/Minutes

The College shall provide the Association President with a copy of the Board of Trustee's meeting agenda at the same time members of the press are provided with a copy. The president of the Association may request a place on the agenda when desired in the same manner as any other member of the public. Upon approval, the minutes for a Board meeting shall be posted on the College website no later than the next regular Board meeting.

V.F. Work Area Visitation

The Association President or designated officer may visit unrestricted work areas for Union business. The Union President also may not visit restricted work areas. Work area visitations shall not exceed thirty (30) minutes in length in any one area/office.

V.G. Association Business

The College and the Association recognize the need to work together to maintain this Agreement.

In order to conduct Association and College business in a timely fashion, the College agrees that Association officers, or their designees, shall address Association needs. This time shall be counted as time worked, and will require pre-approval and electronic documentation to the immediate supervisor of the member's Association activity. Such requests shall not be unreasonably denied so long as pre-approval is submitted to the immediate supervisor three (3) business days, not including holidays, prior to the requested time off. Any request made jointly by the Association and HR administration shall not be denied.

Association needs include, but are not limited to, meeting with individual members, the processing of grievances and arbitrations, attendance at the Labor Management meetings, preparation for bargaining, and bargaining meetings, meeting involving communication or discipline of members, as well as other local issues that require an Association Officer or Representative. General membership meetings shall not be included in this list.

For Association activities that do not involve local maintenance of the contract such as statewide OEA meetings or trainings, the Association Officer or designee(s) shall be permitted to flex work time in the week of the meeting so as to attend.

ARTICLE VI

TERMS AND CONDITIONS

VI.A. Reporting Off Work

In the case of absence or tardiness, it is the obligation of each Bargaining Unit Employee to personally notify his/her immediate supervisor or unit secretary prior to the Bargaining Unit Employee's scheduled report time with as much notice as possible.

VI.B. Personnel Files

VI.B.1. There shall be one (1) personnel file for each Bargaining Unit Employee and it shall be kept in the Human Resources Office.

VI.B.2. Each item inserted in the file by the College shall be dated as to its entrance therein and as to the date when such item was made. Each item shall identify the author of the document.

VI.B.3. The College's personnel file on a Bargaining Unit Employee may be examined by the Bargaining Unit Employee, his/her designated Association representative and authorized members of the College Administration. A Bargaining Unit Employee shall be entitled to one copy per year of information in his/her file without cost, upon signed request. The only other persons granted access to these files shall be so authorized under ORC Section 1347.08.

VI.B.4. No anonymous letter or communication regarding the Bargaining Unit Employee shall be included in the employee's personnel file.

VI.B.5. Any item regarding the Bargaining Unit Employee's work performance (including disciplinary actions) intended to become a part of the employee's file shall be reviewed with the employee involved. Such Bargaining Unit Employee shall be afforded the opportunity to file a written reply to any written reprimand.

VI.B.6. A Bargaining Unit Employee has the right to affix written attachments to any item in his/her file but must identify the attachment as that of the employee so as to distinguish it from the official College records and must sign and date the attachment.

VI.B.7. Any document lacking identification as to source shall be removed from the Bargaining Unit Employee's file upon request.

VI.B.8. Any item determined to be false will be removed.

VI.C. Health and Safety

- VI.C.1.** Bargaining Unit Employees shall not be required to operate, or direct students to operate, any equipment, vehicle or tool which is known to be unsafe.
- VI.C.2.** The parties agree that it is the goal of the College and the Association that the College environment be a place in which the employee/employer enjoys safe and healthy working conditions. The parties agree that it is the responsibility of each individual to observe good safety practices and to report to his/her supervisor any conditions or situations which appear to reflect unsafe or unhealthy conditions. The College shall correct any noted hazard to the extent required by OSHA and other state and federal laws.
- VI.C.3.** To assure Association input about and awareness of health and safety concerns and issues at the College, the College agrees to appoint 10% of the membership of the Safety Committee from a list of nominees recommended by the Association. In no event will the number of Association nominees appointed to such committee be fewer than two (2).
- VI.C.4.** The purpose of said Safety Committee is advisory in making recommendations relative to a safe and healthy working environment and in assisting in the implementation of health and safety practices and procedures to provide College compliance with appropriate state and federal laws.
- VI.C.5.** The Committee shall meet at least once a semester and a copy of the minutes of those meetings shall be posted on the College web site
- VI.C.6.** When deemed appropriate by area supervisors, Bargaining Unit Employees may undertake enrollment in safety-related course work. If such course work is only offered at times during which Bargaining Unit Employees are scheduled to work, the employee shall remain on active pay status.
- VI.C.7.** Each supervisor may requisition a first aid kit for his/her area. Where those requests are denied, review of the need for such a kit in the designated area shall be provided by the Committee.
- VI.C.8.** Bargaining Unit Employees may use any available College phone to report an accident or emergency.
- VI.C.9.** Any unsafe or hazardous actions knowingly performed by a College employee are subject to the disciplinary process outlined in the Discipline and Discharge Article in this Agreement.

VI.C.10. The College shall purchase safety uniforms and equipment for employees as required by law or by the College.

VI.C.11. Employees are required to file an accident/incident report within 24 hours, with the exception of extraordinary circumstances such as hospitalization, of an accident or incident by completing the form available at hocking.edu/report-it.

VI.D. Driving of School Vehicles

VI.D.1. Current Bargaining Unit Employees will not be required to drive transportation vehicles nor transport students for school related activities unless mutually agreed upon by the Bargaining Unit Employee and the College.

VI.D.2. When an employee accepts a position in which the job description indicates operation of any vehicles or equipment and/or the transporting of students or staff in college vehicles as part of the job, it will be understood that there is mutual agreement between the employee and the College on such issues and matters and that the employee agrees to abide by the job description as conditions of employment.

VI.E. Evaluation

VI.E.1. General

VI.E.1.a. An annual evaluation of faculty and non-faculty bargaining unit members is the responsibility of the College administration. Bargaining Unit members shall be evaluated annually on the basis of objective criteria established by the College in accordance with accreditation standards. The procedures to be followed by the College in making evaluations shall be published on the Human Resources Website. If changes are to be made to the evaluation procedures, the College shall meet with the Bargaining Unit officers to discuss any proposed changes to the evaluation system at least two months prior to implementation. If the changes are not mutually accepted, the College may proceed without accepting the bargaining unit's recommendations.

VI.E.1.b. Evaluations may be used to indicate a need for a development program to be initiated in order to improve performance. A development program shall be presented to the affected employee in writing by his/her supervisor or an administrator familiar with the

employee's work expertise and will become part of that employee's personnel file. The College shall have the right to require an employee to participate in a development program when it deems appropriate. If, after development, such performance is deemed unsatisfactory, it may result in discipline.

- VI.E.1.c.** When an evaluator has completed an evaluation, the supervisor will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation.
- VI.E.1.d.** The employee shall be given the opportunity to sign and date the administrative evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation, but will not necessarily indicate agreement with it. All other documents used in the evaluation process shall be initialed and dated by the employee. The College will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.
- VI.E.1.e.** An employee shall have the opportunity to attach a written reply, with appropriate supporting documentation, to any evaluation or remedial program in the employee's file.
- VI.E.1.f.** An employee may insert any information in his/her personnel file he/she deems appropriate to reflect his/her professional activities or growth.
- VI.E.1.g.** At the request of the employee being evaluated, peer evaluations may be conducted but are not to become part of any personnel file.
- VI.E.1.h.** Evaluations are not grievable.

VI.F. Workload - Faculty

VI.F.1. Faculty Bargaining Unit Work

Faculty Bargaining Unit work is defined as those activities required in the instructor's normal involvement with the teaching process. They include, but are not limited to instruction, the performance of assignment of course hours, course development, office hours, instructional and departmental activities, faculty development, student

advising, and any and all other work currently being performed by Bargaining Unit employees.

VI.F.2. Course Hours: Normal Load

Course assignments with the following specified range will be termed "normal load," representing a week's work. Each Faculty member shall be scheduled with a normal teaching load.

VI.F.2.a. Assignments by the supervisor will be made within the following limits: A 100% normal load for individual instructor will be twenty (20) contact hours in a given semester. Faculty load (credit or contact) will be determined on the first measurement reached.

Writing instructors credit hours will be weighted at 1.20. Writing instructors will be assigned fifteen (15) - sixteen (16) credit hours. Writing Instructors' class hours for non-writing shall be divided by 18 to determine load percentage. Any non-writing instructors' load under 16 hours shall be divided by 18 to determine load percentage.

VI.F.2.b. Practicum and Similar Field Experiences:

In those instances, in which Bargaining Unit Employees are assigned practicum, field, co-op, and/or directed practice experiences as a part of his/her instructional duties, load determinations shall be calculated according to the following formula:

1 – 4	students	=	1 contact hour
5 – 7	students	=	2 contact hours
8 – 11	students	=	3 contact hours
12 – 14	students	=	4 contact hours
15 – 18	students	=	5 contact hours
19 – 21	students	=	6 contact hours
22 – 25	students	=	7 contact hours
26 – 28	students	=	8 contact hours
29 – 32	students	=	9 contact hours
33 – 35	students	=	10 contact hours
36 – 39	students	=	11 contact hours
40 – 42	students	=	12 contact hours
43 – 46	students	=	13 contact hours
47 – 49	students	=	14 contact hours
50 – 53	students	=	15 contact hours
54 – 56	students	=	16 contact hours

57 – 60	students	=	17 contact hours
61 – 63	students	=	18 contact hours
64 – 67	students	=	19 contact hours
68 – 70	students	=	20 contact hours

VI.F.2.c. The time between the beginning class assignment and the end of the last class assignment shall not exceed eight (8) hours without the permission of the instructor.

VI.F.3. Course Assignment

The assignment of courses will be the responsibility of each instructional area's administrator. Such assignments will be made on the basis of qualifications. A Bargaining Unit Employee shall be deemed qualified for a position if s/he meets the qualifications for the position as set forth in the position's current job description.

In those instances, in which external accrediting agencies mandate changes in qualifications Bargaining Unit Employees shall be afforded a reasonable and/or allowable amount of time to meet the new requirements for the position while maintaining his/her status as a College employee.

In the event a qualified faculty employee objects to an assignment, the resolution will be on the basis of seniority. However, conflict resolution on the basis of seniority may not occur if it requires a change in the master schedule or results in less than a normal load for a Bargaining Unit Employee.

Objections should be made within one calendar week of the time a copy of the tentative faculty schedule is provided to the faculty employee, but no later than two calendar weeks prior to the start of the semester. For changes made during the two weeks prior to the start of the semester or later, objections should be made within two (2) working days.

Normal load will not be scheduled for other than normally scheduled day classes unless the faculty employee's assignment is not full.

If day enrollment in a technology or unit declines, qualified faculty will be assigned full loads on the basis of seniority.

VI.F.4. Course Hours: Overload Hours and Rate

VI.F.4.a. Contact hours in excess of normal load are overload hours. Overload will be paid at the adjunct rate and all related work

shall be performed outside of the regular 40-hour workweek.

- VI.F.4.b.** Overload will not be assigned except as deemed necessary to meet scheduled needs, or when a qualified applicant cannot be found to fill a position. Overload will be offered to qualified faculty, who is not currently, or in the past 12 months, been on active discipline, in order of seniority
- VI.F.4.c.** Overload will be paid for load that is over 100%.
- VI.F.4.d.** All overload is voluntary unless it is required to reach a normal load.

VI.F.5. Office Hours

The number of posted and maintained office hours for 100% faculty will be six (6) hours per week, scheduled in a manner to suit student schedules.

VI.F.6. On Campus Presence Requirements

The academic year is divided into Autumn, and Spring Semesters. Faculty will be obligated to be on campus no more than 169 days.

All Faculty Bargaining Unit Employees shall be available for duty from the official start of each semester as designated by the College calendar or through official communications from the College's administration) unless excused under other provisions of this Agreement.

- VI.F.6.a.** All Faculty Bargaining Unit Employees are required to meet their regularly scheduled office hours throughout the entire academic semester.

- VI.F.6.b.** Faculty Bargaining Unit Employees shall attend required school, unit, academic, training, or institutional meetings and activities scheduled during the normal workday within the normal workweek.

- VI.F.6.b.1.** Such activities and meetings may be scheduled between the official beginning and end of any given semester Attendance at graduations and Start Week events are required and hours may be flexed pursuant to VI.f.6.e.

- VI.F.6.b.2.** Faculty Bargaining Unit Employees shall be excused when attendance at required meetings and activities conflicts with the

teaching of classes or when attendance is excused under provisions of this Agreement.

VI.F.6.b.3. The Administration shall, in instances of required meetings and activities, notify employees (when possible) at least twenty-four (24) hours in advance that attendance is required.

VI.F.6.c. Faculty Bargaining Unit Employees shall not be required to be on campus beyond the maximum number of workdays set forth in this Agreement.

VI.F.6.d. Faculty Bargaining Unit Employees are not required to be present on days designated by this Agreement as official holidays.

VI.F.6.e. Based on the business needs of the Unit a non-Faculty Bargaining Unit Employee may occasionally be scheduled to work outside the normal workday/workweek hours. The College shall give a minimum of fourteen (14) calendar days notice before such scheduling unless an emergency situation arises. Such additional hours may be "flexed" so that the employee will not have to work more than forty (40) hours per week. Flex arrangements must be approved by the immediate supervisor. If it is necessary to exceed forty (40) hours per week, the Bargaining Unit Employee may have equivalent time off within the next forty-five (45) calendar days of the event.

VI.G. Supplemental Contracts – Instruction

VI.G.1. Supplemental contracts include but are not limited to: special assignments, instruction during breaks or summer, independent study and overload.

VI.G.2. Supplemental work will be paid at the adjunct rate and all related work shall be performed outside of the regular 40-hour workweek. Full-time instructional Bargaining Unit Employees will be given priority by seniority on one (1) class per semester (including summer) based on qualifications. This does not limit management's right to assign additional classes. Bargaining Unit Employees on active discipline do not qualify for supplemental work.

VI.G.3. Non-teaching supplemental contracts are individually offered by administration according to the needs of the institution.

VI.G.4. Independent study courses will be offered as supplemental contracts only and will not be included in regular load. If offered to bargaining unit members, independent study supplemental contracts will be offered to qualified faculty, who are not currently, or in the past 12 months, under active discipline, on the basis of seniority and will be paid at \$100/credit hour.

VI.G.5. All supplemental contracts are voluntary.

VI.H. On-Line Courses – Caps for online classes will be the same as day load caps.

VI.H.1. Online Teaching Load and Responsibilities

Online courses may be assigned as part of faculty normal load or overload contract. A Bargaining Unit Employee may accept or decline assignment to any specific online course assignment. The amount of contact hours awarded for an on-line course shall be equal to the number of credit hours for the in person course.

VI.I. Class Coverage

VI.I.1. In those instances, in which an employee cannot meet his/her assigned classes due to an approved leave of absence under the provisions of this Agreement, the employee shall assist his/her immediate supervisor, to a reasonable extent as dictated by the circumstances of employee's absence, in providing class coverage and/or in providing meaningful educational activities for the students affected. In all instances, however, the final responsibility for class coverage lies with the College.

VI.I.2. No instructor will be required to cover the classes of another instructor.

VI.I.3. Temporary Coverage of Two Weeks or Less

VI.I.3.a. The College shall assign temporary class coverage according to the needs of the institution.

VI.I.3.b. The College will cover such classes in the most expedient manner based upon qualifications and availability.

VI.I.3.c. The employee will be reimbursed \$25/hour.

VI.I.3.d. Faculty may agree to cover each other without compensation with the approval of the immediate supervisor.

VI.I.4. Long Term Coverage of Greater Than Two Weeks

VI.I.4.a. No instructor will be removed from assigned courses to cover another instructor's assigned classes without the reassigned instructor's approval.

VI.I.4.b. In those instances, in which the College arranges substitute coverage for an assignment which places the Bargaining Unit Employee providing the coverage into overload (exceeds maximum load as defined in the Agreement), the Bargaining Unit Employee will be reimbursed at overload rate as provided in VI.F.4.a.

VI.J. Class Size

Appropriate class caps shall be established through collaboration of bargaining unit faculty, program manager and the dean to discuss and review best practices in the program area.

In cases of differing opinions, the Academic Affairs Committee shall make a recommendation to the Vice President of Academic Affairs. The final decision is the sole responsibility of the Vice President of Academic Affairs.

VI.K. Mixed Duties

Bargaining Unit Employees who are assigned both teaching and non-teaching duties shall have their work assignment computed in the following manner:

If the largest portion of the Bargaining Unit employee's assignment is professional non-teaching work, the number of hours per week required for the non-teaching duties will be calculated as a percentage of forty (40) hours per week first. The percentage of non-teaching work is then subtracted from a hundred (100) percent to determine how much time will be scheduled as teaching duties.

If the largest portion of the Bargaining Unit Employee's assignment is teaching that percentage of load will be computed first. The percentage of load is calculated by taking the assigned number of contact hours and dividing it by the highest number of contact hours in the appropriate load category. For example, an instructor who has a combination of class and lab will have his/her contact hours divided by twenty-one (21). The percentage of non-instructional duties is then calculated by taking a hundred (100) percent minus the percentage of load.

VI.L. Advising

Each instructional Bargaining Unit Employees will be assigned 35 advisees and that number will be enforced as of the 18th day of the semester (giving the college

until the 15th day plus 3 days to analyze and re-distribute advisees). Instructional Bargaining Unit Employees will have the option to decline additional advisees in excess of the 35 assigned as part of their job duties. Bargaining Unit Employees agree that advisees that have been declined will be reassigned at the discretion of management.

VI.M. Workload – Non-Faculty

Non-Faculty Bargaining Unit work consists of those activities associated with a Non-Faculty Bargaining Unit Employee's position. Such duties are described in the employee's job description, but may also include institutional and departmental activities, professional development, and any and all other work currently being performed by Non-Faculty Bargaining Unit Employees.

An employee shall be deemed qualified to perform Professional Bargaining Unit work if s/he meets the qualifications for the position as set forth in the position's current job description. Additionally, if more than three years' time has elapsed since the Bargaining Unit Employee held the position, the employee must submit documentation verifying ongoing education, training, or professional development activities that establish that s/he remains qualified to hold the position.

Non-Faculty Bargaining Unit Employees shall not be required to instruct students. Bargaining Unit Employees who choose to do so shall do so in accordance with other provisions in this Agreement.

VI.M.1. Normal Work Week and Work Day

- VI.M.1.a.** The normal workweek shall be Monday through Friday. The work day shall be from 8:00 a.m. to 5:00 p.m. The word "normal," signifying the usual practice, may have exceptions as required by the business function of the particular unit.
- VI.M.1.b.** A college normal work day and/or the normal College workweek can be modified if the employer and the employee mutually agree to the change and such agreement is in writing, signed by the parties, and does not violate any section of this Agreement. A copy of the signed agreement will be sent to both the Human Resources Office and the Union President within seven (7) calendar days of the signing. If the parties agree on a modified workday or workweek, there shall be no adverse effect on the remaining employees.
- VI.M.1.c.** No reprisals or pressure by the employer will be initiated to implement the changes, nor shall the employer take reprisals for refusal to make the change. The employer will

provide a written statement of the business reasons to change.

VI.M.2. Supplemental Contracts – Non-Faculty

- VI.M.2.a.** All supplemental contracts are voluntary. The College will make information regarding supplemental contracts available to employees.
- VI.M.2.b.** Each supplemental contract shall be offered each quarter to qualified Bargaining Unit Employees according to the order of seniority.
- VI.M.2.c.** Supplemental contracts include but are not limited to additional work from other employees' positions, special assignments during summer, breaks, and weekends and include workshops, seminars and instruction of classes (limited to one class per year on a voluntary basis – additional classes may be taught with administrative consent). The above limitations do not apply to evening classes.
- VI.M.2.d.** A Professional Bargaining Unit Employee who teaches a class on a supplemental contract must do so on his/her own time, not in conflict with times required for his/her particular job.
- VI.M.2.e.** The rate of pay for supplemental contracts shall be at the Bargaining Unit Employees hourly rate.

VI.M.3. Supplemental Contracts

- VI.M.3.a.** Special events shall be approved by the Vice President of Academic Affairs or his/her designee. A Professional Bargaining Unit Employee who works these events must do so on his/her own time and such work should not coincide with their normal duties.
- VI.M.3.b.** The rate of pay for special event supplemental contracts will be \$25.00 per hour.
- VI.M.3.c.** It is the Bargaining Unit Employee's responsibility to notify the Dean of his/her qualifications and interest in specific supplemental contracts.

VI.N. Vacancies/Transfers

VI.N.1. Posting of Bargaining Unit Positions

When a new position within the Bargaining Unit is created or a vacancy within said unit occurs, the College shall post the position by means of 1) a notice posted for seven (7) consecutive calendar days on the Human Resources webpage and 2) electronic mail to the Association President. The notice shall contain the title, the organizational unit involved, a brief job description, qualifications, length of contract, percentage of time and deadline to apply. A Bargaining Unit Employee who wishes to be considered for the position must apply by submitting an updated resume no later than the expiration date on the posting. Such employees must state that they are available to report to work at the position's starting date in order to be considered.

VI.N.2. Job Vacancies (Voluntary Transfers)

VI.N.2.a. General – A voluntary transfer is a permanent change in position. No Bargaining Unit Employee may utilize the voluntary transfer procedure to obtain a permanent change of position more frequently than once per employment year, unless otherwise mutually agreed upon by both the College and such Bargaining Unit Employee. A Bargaining Unit Employee is not allowed to transfer to another position in the College if the employee is under active discipline.

VI.N.2.b. Order of Filling Vacancies_– The qualified Bargaining Unit Employee with the most seniority will be granted the open position. Any resultant opening will be filled by repeating this process until a final, unfilled vacancy occurs. If a final vacancy occurs, it will be offered to the qualified Bargaining Unit Employee with the most seniority on layoff. If the final vacancy is not filled by the laid off person, the position will be filled at the College's discretion.

Qualifications for a successful candidate to transfer within the Bargaining Unit are listed on the job description. The following will be used for qualification determination.

VI.N.2.b.i. Skills and knowledge listed in the job description.

VI.N.2.b.ii. Position requirements listed in the job description.

VI.N.2.c. Probation – The successful candidate is on probation for

two (2) academic semesters (instruction) or six months (non-faculty), commencing the first day in the position. During this probationary period, he/she will receive a written evaluation once each academic or calendar semester, respectively.

VI.N.3. Temporary Transfer

The College may temporarily reassign a Bargaining Unit Employee to another position for which the professional employee is qualified for a period of up to one hundred seventy-five (175) calendar days.

VI.N.3.a. Any Bargaining Unit Employee temporarily reassigned shall:

VI.N.3.a.i. Continue to receive his/her regular salary if rate of pay in new position is lower.

VI.N.3.b.ii. Receive salary for the new position if that rate exceeds the salary for his/her position beginning with the first day worked in the new position.

VI.N.3.b. If a Bargaining Unit Employee is temporarily reassigned to a position outside the Bargaining Unit for which he/she is qualified, he/she shall remain in the Bargaining Unit during the period of such temporary reassignment with all rights and privileges enjoyed by other Bargaining Unit Employees.

VI.N.3.c. In no case shall a formal administrative evaluation of the employee's performance be conducted while an employee is working in a position to which she/he has been temporarily transferred. However, the temporarily transferred employee is subject to discipline arising from general aspects of day-to-day job performance such as tardiness or failure to follow an administrative directive.

VI.N.4. Involuntary Transfers

No employee shall be involuntarily transferred except temporarily as provided in the above section.

VI.O. Off-Campus Assignments – Faculty and Non-Faculty Employees

VI.O.1. An Employee may be assigned duties at a site other than their home campus (see glossary) if his/her work assignment is less than

the appropriate minimum.

VI.O.2. A Bargaining Unit Employee shall be reimbursed for mileage in excess of that incurred traveling to and from their residence to their home campus in the performance of instructional and/or professional duties.

VI.O.3. The home campus is the work location at which the greatest percentage of an employee's duties are assigned. When an employee's duties are evenly divided between two or more work locations, the work location farthest from the employee's residence shall be his/her designated home campus. An employee's home campus may vary from semester to semester, based on assignment.

VI.P. Meal Breaks

VI.P.1. Non-faculty Bargaining Unit Employees will have a scheduled, unpaid, uninterrupted sixty (60) minute meal period to be arranged by the supervisor.

VI.P.2. Faculty Bargaining Unit Employees shall schedule breaks and lunch according to their course assignment.

VI.P.3. No Faculty Bargaining Unit Employee shall be assigned more than three (3) consecutive hours of instruction without a one (1) hour break without his/her consent. This section does not apply to a singular course that is normally scheduled in blocks of more than three (3) hours.

VI.Q. Job Descriptions

VI.Q.1. The College shall provide each Bargaining Unit Employee with a copy of his/her current job description. The job description shall be dated. Any undated job descriptions on file at the time this agreement is signed shall be grandfathered.

VI.Q.2. Changes in job descriptions shall be developed with the affected Bargaining Unit Employee or Employees whenever practical. If a mutually agreed upon description cannot be developed, the College may institute the job description. Copies of altered job descriptions will be provided to both the affected employee and the Association's President when finalized with Human Resources.

VI.Q.3. Copies of the most current job descriptions, including qualifications, shall be kept on file in the College's Human Resources Office and shall be available for Bargaining Unit Employee perusal. Copies shall be provided or made available electronically to the Association President.

- VI.Q.4.** If an employee requests a clarification of the job description the College shall provide it within thirty (30) calendar days.
- VI.Q.5.** The current job descriptions on file with the Human Resources Office shall be used in matters relating to the determination of qualification, discipline, transfers, and all other contract language relating to job descriptions.
- VI.Q.6.** If qualifications change during a Bargaining Unit Employee's tenure in a position, the Bargaining Unit Employee will be notified and given a reasonable amount of time to meet the new qualifications.

VI.R. Holidays

- VI.R.1.** The College observes the following paid holidays:

1. New Year's Day, January 1
2. Martin Luther King Day, 3rd Monday in January
3. Good Friday, as specified on the Academic calendar
4. Memorial Day, last Monday in May
5. Federally observed Juneteenth
6. Independence Day, July 4
7. Labor Day, 1st Monday in September
8. Veterans' Day, as specified on calendar
9. Thanksgiving Day, 4th Thursday in November and Friday following Thanksgiving
10. Christmas Day, December 25

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday.

- VI.R.2.** A Bargaining Unit Employee who's normally scheduled workweek includes Saturday or Sunday will take the holiday on the actual day unless required to work by the College. If an employee is required to work on the holiday, the employee will receive an equal amount of time off on a date to be mutually agreed upon.
- VI.R.3.** If any of the holidays specified above occur during an employee's vacation, the holiday(s) will not be treated as a vacation day(s) and an extra vacation day(s) will be granted at a time mutually agreed upon between the employee and the College.
- VI.R.4.** Unless an emergency exists, all Bargaining Unit Employees scheduled to work on Christmas Eve shall be released four (4) hours earlier than their regularly scheduled release time, or if scheduled to work on New Year's Eve shall be released two (2) hours earlier than

their regularly scheduled release time. In all cases, no employees will be scheduled to work beyond 5:00 p.m.

- VI.R.5.** When the College declares an official closure of the College for Winter Break and Spring Break, non-instructional Bargaining Unit Employees will be paid to be off work during the closure. Non-instructional Bargaining Unit Employees will be paid their normal rate of pay during the closure and will not be required to use their personal, vacation or unpaid leave for the time of the closure.

VI.S. Vacations – Non-Faculty and Faculty

Employees will receive vacation entitlement in accordance with the provisions of this Section. All vacation usage will be pursuant to College policies and procedures including the Carry-Forward Policy.

VI.S.1. Non-Faculty Bargaining Unit Employees

- VI.S.1.a.** Accrual – Commencing with the first full month of employment, fulltime non-faculty employees will accrue paid vacation leave on a monthly basis at an accrual rate of 1.67 days (20 days/yr.).

- VI.S.1.b.** Scheduling – Scheduling vacation will be on a unit basis. Such requests shall be entered on the College website. Such requests will be approved or rejected at the supervisor's discretion.

Vacation cannot be scheduled more than 365 calendar days in advance.

If multiple employees within the same unit request the same time off and the supervisor grants any requests, the employee filing first will be approved. However, for any given time off, a 60-day window at the beginning of the 365-day period before the requested vacation date will be open where the most senior person, even if not the earliest filer for such time off, will be given preference for said time off.

- VI.S.1.c.** Emergency Cancellation – The College may cancel an employee's previously scheduled vacation leave where emergency circumstances so require. If the College does so, however, it will be obliged to make the employee whole.

- VI.S.1.d.** Less than 12-Month Employees – If the “employee contract year” is less than 12 months, the employee must take paid vacation leave (if at all) during the scheduled work month(s), not during the months off. For example: An employee who regularly is scheduled to work from September 1 – May 31 is not permitted to take paid vacation leave for any time falling between June 1 – August 31, absent the College’s prior agreement.

VI.S.2. Faculty Bargaining Unit Employees

- VI.S.2.a.** Faculty Bargaining Employees do not accrue vacation time.
- VI.S.2.b.** When a Non-Faculty Bargaining Unit Employee assumes a faculty position, he/she may be paid accrued vacation, or leave it accrued as long as desired, to be paid at a later date with at least thirty (30) calendar days prior notice to the Fiscal Office. However, previously accrued vacation may not be taken as a Faculty Bargaining Unit Employee during the academic year or during a supplemental contract.

VI.T. Placement/Unit Protection

VI.T.1. Present Unit Protection

The College shall determine staffing levels and needs, however, there shall not be any reduction or deletion of Bargaining Unit positions (current staffing levels by technology, discipline or unit) as a result of:

- VI.T.1.a.** The involuntary permanent transfer or involuntary permanent reassignment of an employee to a non-Bargaining Unit position.
- VI.T.1.b.** The use of administrative, supervisory, part-time, casual, 75% benefit eligible, or support staff employees, student employees, or student interns (either from outside or inside the institution).
- VI.T.1.c.** The use of new media, television courses, distance learning, or other alternative modes of delivery.
- VI.T.1.d.** Subcontracting to perform the work normally and customarily performed by employees in a manner which would cause an affected employee to be laid off or have his/her regularly scheduled work hours

reduced. Except as provided in the preceding sentence, the College may continue to subcontract or contract out any work, at its discretion, particularly where the Bargaining Unit Employees lack the skill, experience, equipment or available non-premium working time hours necessary to accomplish such work in the manner and within the time limits desired by the College.

VI.T.2. Placement – During the term of this Agreement, no existing employee will be involuntarily, permanently displaced from his/her current position as a result of:

VI.T.2.a. The transfer or reassignment of a non-Bargaining Unit Employee to such bargaining unit position.

VI.U. Parking

The College will ensure adequate parking spaces on main campus are provided for bargaining unit employees.

VI.V. Final Grades – Grade Changes/Removal

No student final grade assigned by an instructor may be changed or removed from the student's official College transcript without approval from that instructor assuming that:

VI.V.1. Grading scales and performance criteria are provided to the students in advance of assessment and/or evaluation activities;

VI.V.2. The assigned final grade accurately reflects student performance and is consistent with stated assessment criteria;

VI.V.3. Student performance on assessment and/or evaluation instruments is adequately documented.

VI.V.4. The instructor has satisfactorily fulfilled all of the obligations associated with the delivery of the course and the course materials.

VI.W. Academic Freedom

Academic freedom is guaranteed to Bargaining Unit Employees. Academic freedom is the particular freedom of scholars, teachers, and students within the College to pursue knowledge, speak, write, and follow the life of the mind without unreasonable restriction. It is the freedom to be judged as scholar, teacher, or student, when such judgment is necessary, on the basis of legitimate intellectual and professional criteria, not personal beliefs, political views, or religious or other individual preferences, except as these may demonstrably affect intellectual and professional achievement.

ARTICLE VII
PAY PRACTICES

VII.A. Salaries

Effective January 1, 2022 Bargaining Unit employees shall receive bonuses as follows:

- Bargaining Unit Employees employed for at least 12 months on June 30, 2022 will receive 1% of their salary as a bonus paid out on the last paycheck of the 2022 fiscal year.
- Bargaining Unit Employees employed for at least 12 months on June 30, 2023 will receive 2% of their salary as a bonus paid out on the last paycheck of the 2023 fiscal year.
- Bargaining Unit Employees employed for at least 12 months on June 30, 2024 will receive 2% of their salary as a bonus paid out on the last paycheck of the 2024 fiscal year.
- Bargaining Unit Employees employed for at least 12 months on December 31, 2024 will receive 1% of their salary as a bonus paid out on the last paycheck of the 2024 calendar year.

VII.A.1. The Beginning Salary Scale shall be used for placement purposes. After a new employee's placement has been determined, salary increases will be as outlined in this provision.

Beginning Salary Scale

The following salary scales shall apply to all newly hired employees. Employees will be placed on the salary scale based on qualifications specified in the job description.

Professional Unit Scale - Instructional Employees*					
*Twelve-Month Instructional Employees will be annualized.					
Step	Associate	Bachelor	Master	Specialist	Doctoral
1	35,051	42,447	51,451	54,667	57,883
2	36,016	43,734	53,059	56,436	59,812
3	36,981	45,020	54,667	58,204	61,741
4	37,945	46,306	56,275	59,973	63,671
5	38,910	47,592	57,883	61,741	65,600
6	39,875	48,879	59,490	63,510	67,530
7	39,875	48,879	59,490	63,510	67,530
8	40,839	50,165	61,098	65,279	69,459
9	40,839	50,165	61,098	65,279	69,459
10	40,839	50,165	61,098	65,279	69,459

11	40,839	50,165	61,098	65,279	69,459
12	40,839	50,165	61,098	65,279	69,459
13	41,804	51,451	62,706	67,047	71,389

Professional Unit Scale - Non-Instructional Employees			
Step	Associate	Bachelor	Master
1	36,444	42,876	51,451
2	37,731	44,591	53,595
3	39,017	46,307	55,739
4	40,304	48,021	57,883
5	41,589	49,736	60,027
6	42,876	51,451	62,171
7	42,876	51,451	62,171
8	42,876	51,451	62,171
9	42,876	51,451	62,171
10	42,876	51,451	62,171
11	44,163	53,167	64,315
12	44,163	53,167	64,315
13	44,163	53,167	64,315
14	44,163	53,167	64,315
15	44,163	53,167	64,315
16	45,448	54,881	66,457
17	45,448	54,881	66,457
18	45,448	54,881	66,457
19	45,448	54,881	66,457
20	45,448	54,881	66,457
21	46,735	56,596	68,601

VII.A.2. Placement of new faculty and non-faculty Bargaining Unit Employee on Beginning Salary Scale.

- a. Placement of a new Faculty Bargaining Unit Employee on the Beginning Salary Scale will be on the basis of highest degree in the discipline, field of expertise and/or education relevant to the position, plus applicable prior work experience. Each two (2) full years (9-12 months) of experience will equate to one step on the salary scale.
- b. Placement of a new Non-Faculty Bargaining Unit Employee on the Beginning Salary Scale will be on the basis of the degree required in the position description plus applicable prior work experience. If the new Employee has degrees beyond the requirement of the position, two additional steps will be added to

the current step for each degree. In situations where the additional steps are in the same banding, the employee will be moved to the next band. Each two (2) full years (9- 12 months) of experience will equate to one step on the salary scale.

- VII.A.3.** When the Administration finds it necessary to deviate from the placement procedure in item #5 above for good business reasons, Human Resources will notify the Association President in writing of the exception and its cause.
- VII.A.4.** Employees who earn additional degrees in their discipline, field of expertise and/or education will, upon Human Resources' receipt of the official transcript, have their salary adjusted by means of a lateral move on the salary scale to the appropriate column reflecting the earned degree. Salary adjustments will be made on a pro-rated basis if the degree completion occurs sometime other than the beginning of a new fiscal year.
- VII.A.5.** Employees holding a Master's degree who are pre-approved by Cabinet to earn an additional forty-five (45) graduate quarter hours (thirty [30] semester hours) in a related field or discipline shall be moved laterally to the Specialist's column.
- VII.A.6.** In those instructional or professional areas in which appropriate advanced academic degrees are not available or feasible, and/or in cases in which the field of expertise recognizes licensing and/or certification as more germane to the field, bargaining unit members may apply for consideration for a salary adjustment for education, licensure, and/or certification that was pre-approved by Cabinet. All such requests shall be made in writing and shall include appropriate documentation to justify salary adjustment consideration. Salary adjustments will be made upon completion of the approved education, licensure and/or certification.

VII.B. Pay Dates

- VII.B.1.** Employees who are employed on a nine-month contract will receive regular pay on alternative Fridays for twenty- six (26) pays in a work year, except those years which require one (1) additional pay.

Employees who are employed on a nine-month contract will have their health/vision/dental insurance deducted over 26 pays.

Pay for overload contracts will be paid at the end of the semester.

Pay for other supplemental contracts which run less than the entire semester in length will be paid at the completion of the contract and added to the employee's normal pay. Pay for these will occur on the closest regularly scheduled payroll date assuming there is sufficient notification of contract completion to the payroll office.

VII.C. Emergency Closure

- VII.C.1.** When due to an emergency, main campus is closed to the public, employees whose work is interrupted and who are released from duties for the remainder of their work day shall receive pay as though they had completed their scheduled hours.
- VII.C.2.** Employees who are scheduled to work, but who are directed by the College not to report to work due to an emergency closure, shall receive pay as though they had completed their work day.
- VII.C.3.** During the period of an emergency closure, the College will not require any employee to work who is on sick leave, nor shall any employee be charged with the use of any paid leave for the period of closing.
- VII.C.4.** If the College requires an employee who is on vacation to report to work during an emergency closure, the College will make him/her whole for any and all losses.
- VII.C.5.** If and when required, either by legal mandate and/or logical impracticality, the College may have to close some or all services for a period of time, Bargaining Unit Employees directly affected by such a situation may be localized; Bargaining Unit Employees not affected by such an emergency are required to perform their duties as expected.
- VII.C.6.** In some instances, a Bargaining Unit Employee may have to make a personal judgment call as to the reasonable safety and/or practicality of reporting to work. While the Bargaining Unit Employee should examine all possibilities for reporting to work in such circumstances, the College will accept the employee's decision whether or not to report to work under that instance. The Bargaining Unit Employee shall use appropriate vacation or personal leave time.
- VII.C.7.** In these rare situations, supervisors shall be flexible permitting use of any available chargeable time, except sick leave, on an individual basis when the affected employee returns to work. If chargeable time is not available, then the employee and supervisor should plan a method of making up time lost. Such plan will be in writing.

VII.D. Pay Advices

Pay advices shall be maintained as follows:

VII.D.1. Pay advices shall be available for view on Paycor.

VII.D.2. Vacation and sick leave balances shall be available for view on Paycor.

VII.E. Payroll Inquiry

If an alleged error is made in pay and/or related data displayed on an employee's check stub, the employee will send an email to payroll@hocking.edu. The College will respond to the inquiry within seven (7) calendar days. If the employee disagrees with the response and elects to grieve, such grievance timing begins the day after receipt of the response to the inquiry.

VII.F. Workers' Compensation Pay

In the event an employee is disabled from working due to a work-related accident, such employee may utilize any time off with pay benefits for which eligible (such as personal use days, sick leave days, unused vacation leave or accrued compensatory time off) in order to receive the equivalent of full weekly paychecks during any minimum waiting period which must be served before Workers' Compensation benefit payments commence. If the employee receives, on a retroactive basis, any Workers' Compensation benefit payment attributable to such waiting period, the employee will assign and deliver the same to the College and the College will reinstate the days for which reimbursement is received.

VII.G. Direct Deposit

The College will provide for electronic transfer of payroll to a bank of the Bargaining Unit Employee's choice upon his/her authorization.

VII.H. Contracts

All Faculty and Non-Faculty Bargaining Unit Employee supplemental and overload contracts will be issued between the beginning of third week of the 2nd 8 weeks of the term and are subject to change based upon potential course additional/cancellations for the second eight (8) weeks of the term.

ARTICLE VIII

PAYROLL DEDUCTIONS

VIII.A. Legally Required Deductions

The College will deduct from the employee's pay all deductions required by Federal, State, or local law.

VIII.B. Individual Elective Deductions

VIII.B.1. The College will continue to make available to interested employees the below listed payroll deduction programs.

Eligible Programs

- VIII.B.1.a.** College Employee Credit Union
- VIII.B.1.b.** Annuity Deductions
- VIII.B.1.c.** Individual Retirement Accounts
- VIII.B.1.d.** Insurance payments under this Agreement
- VIII.B.1.e.** College Foundation, Endowment and Scholarship Programs
- VIII.B.1.f.** FCPE (Fund for Children and Public Education)
- VIII.B.1.g.** HCEA Dues/Assessments
- VIII.B.1.h.** Ohio Public Employee's Deferred Compensation
- VIII.B.1.i.** Retirement System Credit Purchases
- VIII.B.1.j.** Consumer Credit Counseling
- VIII.B.1.k.** 125 Insurance Plan
- VIII.B.2.** Approval will be considered for new deductions if a minimum of twelve (12) employees exists. If new payroll deduction programs and/or amounts are requested the employee shall inform the Office of Human Resources
- VIII.B.3. Transmittal and Procedure**
 - VIII.B.3.a.** Deductions authorized under Section B shall be taken equally from each pay the employee is entitled to receive under this Agreement.
 - VIII.B.3.b.** Deductions will be transmitted to the appropriate recipient within ten (10) workdays after distribution of the pay from which deducted.

VIII.C. Association Dues and Assessments

VIII.C.1. The College shall make payroll deductions for Association dues and

assessments in accordance with the provisions of this subsection.

VIII.C.1.a. Annual Association dues and assessments shall be deducted on a nine-month contract on the first pay of Autumn semester. The election can be across 20 or 26 pay periods. If a bargaining unit member begins work after the initial pay date, dues and assessments will be pro-rated accordingly and will follow the same pay schedule as above

VIII.C.1.b. The Association will provide the College's Payroll Manager, annually by August 15th the forthcoming membership year's schedule of Association dues and assessments.

VIII.C.1.c. Deductions will be made from each employee's pay for whom the College has received a duly signed Association dues deduction authorization form.

Such authorization will continue annually thereafter unless the signatory revokes it using an Association-provided revocation form, which form is submitted to the College by the signatory during the annual thirty (30) calendar day withdrawal period ending September 30; provided, however, that if the employee asserts that official, Association-provided revocation forms were not made readily accessible to him/her, a signed writing containing a clear statement of intent to revoke may be honored by the College, commencing with the next pay falling thirty (30) calendar days after the College has provided a copy of such written statement to the Association President.

VIII.C.1.d. Authorization forms submitted between August 1 and September 30 will be cause for deductions to commence beginning the first pay in October and continuing in equal amounts for the remainder of the pays in that academic year (refer to VIII.C.1.a.).

VIII.C.1.e. Authorization forms submitted between October 1 and September 30 will be cause for deductions to commence beginning the first pay after receipt of said form and continuing in equal amounts for the remainder of the pays in that academic year (refer to VIII.C.1.a.)

VIII.C.1.f. An employee who is a member of the Association who resigns, is laid off, or otherwise is separated from active College employment, shall not be required to pay

remaining dues for the academic year. An employee who takes an approved unpaid Leave of Absence is responsible for paying half of the union dues during this absence. It is the responsibility of the employee to notify the President of the Union to make appropriate financial arrangements.

VIII.C.2. Transmittal of Association Dues and Assessments

- VIII.C.2.a.** The College agrees to transmit deducted dues and assessments to the Association, accompanied with a list including the employee's names for whom such deductions were made, the period covered, and the amounts deducted for each employee.
- VIII.C.2.b.** Said dues and assessments will be transmitted to the Association monthly, within fifteen (15) calendar days after the last pay date in the preceding month.

VIII.C.3. Indemnification for Association Dues and Assessments

The Association agrees to indemnify the College for any cost or liability incurred as a result of the implementation and enforcement related to deduction of Association dues or assessments, provided that:

- VIII.C.3.a.** The College shall give fifteen (15) calendar days written notice to the Association President or representative of any claim made or action filed against the College for which indemnification may be claimed;
- VIII.C.3.b.** The Association reserves the right to designate counsel to represent and defend the College;
- VIII.C.3.c.** The College shall (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it or they so desire, and (3) not oppose the Association's or its affiliate's application to file briefs as amicus curiae in the action;
- VIII.C.3.d.** The College shall have acted in good faith compliance with the provisions of subsection 1 of this Section C. There shall be no indemnification if the College intentionally or willfully failed to implement the provisions of subsection 1 of this Section C, except where such intentional failure was in compliance with a court order.

ARTICLE IX

ECONOMIC BENEFITS

IX.A. Insurance

The College shall provide eligible employees and their families with health, dental, vision, and life insurance. Current plan descriptions shall be posted on the Office of Human Resource's website.

In accordance with insurance provisions, the College will provide eligible employees with health insurance, if elected. Bargaining Unit Employees will pay 20% of the premium and the College will pay the remaining 80% of the premium for single and family health coverage.

In accordance with insurance provisions, the College will provide eligible employees with vision insurance, if elected. Bargaining Unit Employees will pay 15% of the premium and the College will pay the remaining 85% of the premium for single and family vision coverage.

In accordance with insurance provisions, the College will provide eligible employees with 100% of the premium for single benefit for dental insurance, if elected. In accordance with insurance provisions, Employees shall have the option of selecting family coverage in which event the College will pay 100% of the amount equating to the single premium amount and 85% of the excess cost of family coverage. The employee will pay the balance.

Eligible Bargaining Unit Employees may participate in any, or all, of the employer provided benefits.

The College will provide a \$75,000 life insurance policy for eligible Bargaining Unit Employees.

The College will deposit \$100/pay for a total of \$2,600 into eligible Bargaining Unit Employees' Health Savings Accounts (HSA) for each of the three-years of the term of the contract. The College will electronically transfer the deduction into the Bargaining Unit Employee's HSA Account.

Current plan descriptions shall be posted on the Office of Human Resource's website. The College may, at its discretion, change the carrier of such health, dental, vision and/or life insurance, or any combination thereof provided that the change of carrier does not reduce the Schedule of Benefits in place at the time of the signing of this Agreement, nor change the amount of employee payment for such level of benefits.

IX.B. Reimbursable Expenses

IX.B.1. Scholarships

Tuition for employees, retired Hocking College employees with a minimum of 10-years service, their spouses, children, and grandchildren up to age 23 will be provided full College scholarships for Hocking College coursework. Each participant other than the employee will be assessed a service fee of \$10 per semester. All participants are responsible for any course fees required by the course.

IX.B.2. Tuition

IX.B.2.a. Where the College directs an employee to obtain additional training or education as a condition of continuing employment or in the interest of the College, the College will reimburse the employee for all tuition costs and necessary fees paid by such employee, provided the employee successfully completes the coursework for which reimbursement is sought with a grade of C or better. The College will pay for all academic related costs for coursework required by the College, including textbooks but excluding per diem.

IX.B.2.b. Where the employee requests the opportunity to further his/her education at an institution other than the College, and does so with the written approval by the College President or designee then the College shall reimburse the employee for tuition costs incurred at such other institution in accordance with the following provisions:

IX.B.2.b.i. The employee must have obtained a grade of a C or better in any course where letter grades are given or a 2.0 on a 4.0 scale or its equivalent where numerical grades are given. If only "complete/incomplete," "pass/fail" or "satisfactory/unsatisfactory" is given, the employee must receive the grade required for the granting of course credit by the offering institution.

IX.B.2.b.ii. If an employee attends Ohio University, the reimbursement shall follow the guidelines established in the Tuition Reciprocity Agreement located the Office of Human

Resources' Website.

IX.B.2.b.iii. Reimbursement for graduate level courses at Ohio University or undergraduate and graduate courses at another institution shall not exceed 75% of the employee's tuition.

IX.B.2.b.iv. Reimbursement shall be limited to \$500 per semester for undergraduate studies and \$750 per semester for graduate studies. Annual reimbursement shall not exceed \$2,000 for undergraduate studies and \$3,000 for graduate studies.

IX.B.2.c. It is expected that the employee will remain employed full-time by the College for a minimum of two (2) calendar years after completion of the degree or specifically identified and approved training (e.g., CCNA, CCNP, CMC). An employee who voluntarily leaves will be invoiced and held financially responsible for the amount of reimbursement received from the College.

IX.B.2.d. Course enrollment of the recipient must be such that it will not interfere with regularly scheduled duties as determined by the supervisor.

IX.B.2.e. Reimbursement will occur after successful completion of the coursework.

IX.B.2.f. Employees will be reimbursed for educational expenses as delineated in Article IX, Section B, 2a & 2b within twenty-one (21) calendar days after submitting the required documentation to the College.

IX.C. Travel

Where the College requires a Bargaining Unit Employee to travel off-campus in order to perform his/her duties, maximum reimbursement for actual and reasonable expenses incurred shall be affected in a manner consistent with the Hocking College Travel Policy. If less than full reimbursement is to be given, the Bargaining Unit Employee will be notified by using the travel form.

IX.D. State Retirement Pick-up; Salary Reduction Method

The College agrees to state retirement program "pick-up" utilizing the salary reduction method. Contributions to the appropriate state retirement program will be paid on behalf of the employee, at no cost to the College, under the following terms and conditions:

- IX.D.1.** The amount to be “picked-up” on behalf of each employee shall be the amount required by the appropriate state retirement program. The employee’s annual compensation shall be reduced, at no cost to the College, by an amount equal to the amount “picked-up” by the College for the purpose of State and Federal tax only.
- IX.D.2.** The “pick-up” percentage shall apply uniformly to all Bargaining Unit employees as a condition of employment.
- IX.D.3.** No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the College “pick-up.”
- IX.D.4.** Continuation of the Salary Reduction Method is subject to continued Federal and State approval.

Each employee shall be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the “pick-up” in combination with other tax deferred compensation plans.

IX.E. Sick Leave Buy Out

An employee who has seven (7) employment years or more of service with the College may elect at the time of retirement from active service under the Retirement System Law (SERS/STRS) to be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. Such payment shall be considered to eliminate all sick leave credit accrued at that time. The maximum payment which may be made under this provision shall be one-fourth (1/4) of two hundred (200) days.

IX.F. Staff Discount

Full-time Bargaining Unit Employees may receive a twenty (20) percent discount on purchases at the College Bookstore and a fifteen percent (15%) discount on purchases at Hawks Nest Dining (College Dining Hall) and Rhapsody Restaurant. Bargaining Unit Employees must present a valid Hocking College staff ID to receive the respective discounts.

IX.G. Hocking College Recreation Center

Employees, their spouse/life partner, dependent children (accompanied by a parent if under age 12), and dependent parents shall have unlimited access to the Recreation Center free of charge during regular hours of operation.

ARTICLE X

LEAVES OF ABSENCE

X.A. Paid Sick Leave

X.A.1. Accrual

A fulltime employee will accrue sick leave at the rate of one and one-fourth (1¼) work days per month of service. For purposes of accrual, a fulltime Faculty Bargaining Unit Employee is one who works a 100% contract, a fulltime Bargaining Unit Non-Faculty Employee is one who works 40 hours per week. For Faculty Bargaining Unit Employees working less than 100% and/or less than two (2) semesters per academic year, or Bargaining Unit Non-Faculty Employees working less than a forty (40) hour week and/or less than a continuous calendar year, the accrual will be computed on a pro rata basis. Overload and evening are exempt from accrual except when evening is part of the day contract. Upon the signing of the Agreement, the maximum accrual for year one of this Agreement is 220 days. Accruals are not transferable to other employees until such a time as a sick leave bank is established.

Sick leave will be posted monthly in respect to used or earned sick leave. Those employees who have been re-employed by the College within a period of 10 years, and whose sick leave has not been transferred or paid, will have the prior accrual reinstated upon re-employment. Retirees being re-employed will have sick leave accrual begin at zero accrual.

X.A.2. Charge

An employee must report any time off claimed to be sick leave. When in a given work day, a partial absence is claimed, it will be charged pro rata on an eight (8) hour basis. Evening and overload are exempt from being charged except when evening is part of the day contract.

X.A.3. Transfer

An employee earning sick leave from another Ohio public employer may transfer 50% of the accumulated sick leave up to a maximum of one hundred forty (140) work days within ninety (90) calendar days of employment at Hocking College.

X.A.4. Reasons for Sick Leave

Bargaining Unit Employees may use sick leave for absence due

to personal illness, illness in the immediate family, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other employees, and illnesses, injury, disability or death in the Bargaining Unit Employee's immediate family. Paid sick leave entitlement also may be used for reasons as provided in the following sections of this Article.

X.A.5. Doctor's Certificate

An employee who is absent on sick leave due to personal illness or injury or immediate or extended family illness or injury may be required to present a doctor's certificate, stating the cause of the absence, when the absence is for three (3) or more consecutive workdays or is otherwise potentially FMLA qualifying or if the College reasonably suspects unjust cause of leave. After three (3) days of consecutive sick time the Bargaining Unit Employee must submit a doctor's note from any medical provider including, but not limited to, 1-800- MD, minute clinic, etcetera.

A statement of the mental and/or physical fitness of the employee will be required to be filed with Human Resources prior to the return to duty following personal surgery, accident, worker's compensation injury or major physical or psychological illness.

When the College requires an examination by a doctor of its choice prior to the employee's return to work, the College will pay the cost of the examination.

X.A.6. Unpaid Sick Leave

There will be no compensation for absence due to personal illness or injury in excess of accrued sick leave.

X.A.7. Medical Leave of Absence

When an employee has no accrued sick leave available during an extended illness and he/she has exhausted all applicable FMLA leave, he/she may apply for an unpaid leave of absence. The employee must submit a satisfactory physician's statement with such application at least one week prior to being granted the leave, except in cases of emergency. The College shall grant such request to the extent required under the American with Disabilities Act.

All such leaves of absence require specific approval by the College and shall not exceed twelve (12) months in duration from the last day of paid leave. During this period there will be no extension of fringe benefits except as provided by law.

X.B. Family and Medical Leave Act

Bargaining Unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 as set forth in the College's FMLA Policy. The College shall grant such leave in accordance with the rules promulgated under the Act. Leaves granted under this act shall run concurrently with any applicable paid and unpaid leaves under this contract. Any applicable and remaining contractual unpaid leave shall be granted upon request at the expiration of any Family and Medical Leave.

X.C. Personal Use Days

An employee may use, for personal reasons, in increments not less than one-half (1/2) day each, a maximum of two (2) available days off with pay per calendar year.

Such personal days or increments thereof must be scheduled in advance with the employee's immediate supervisor or his/her designee, if the supervisor is unavailable. Requests for approval of such proposed scheduling must be delivered to such supervisor or designee not less than three (3) working days prior to the day sought to be taken off. In case of an emergency, personal days will be approved the same day as needed.

X.D. Request for Leave Form/Bereavement Leave

Available paid sick leave may be used in the case of death in the extended family for up to five (5) consecutive work days, during which to attend the funeral, with the employee's normally scheduled work days being deducted from his or her sick leave. In cases of death in the Immediate Family one of the five available days may be taken without any deduction from accumulated sick leave. One day of available paid sick leave per year may be used in the case of the death of a unit co-worker during which to attend the funeral.

X.E. Jury Duty and Subpoenaed Testimony

X.E.1. Employees shall be compensated by an amount equal to the difference between regular salary and the amount of pay received as a juror or for subpoenaed testimony for the work days involved.

X.E.2. Absences for work due to jury duty or to subpoenaed testimony shall not be charged against any available leave.

X.F. Temporary Military Leave

X.F.1. Training

Both the Employer and the Union recognize the honorable sacrifice and patriotic duty provided by the members of the United States Military in service to their country. Employees who are members of the United States military will be provided all rights that are applicable under state and federal laws and shall be compensated by the College up to 10 working days per calendar year for any difference between his/her regular wages and the amount of pay received for such duty, as documented by official military pay records.

X.F.2. Compensation

When an employee is on military leave under the above subsection, he/she shall be compensated by the College in an amount equal to the difference between his/her regular wages and the amount of pay received for such duty, as documented by appropriate military pay records up to 10 working days per year.

X.G. Personal Reasons Leave

Employees may apply for and be granted a leave of absence without pay for such reasons as vacations, continuation of absence not covered by the Family and Medical Leave Act, or other matters not specifically covered by the Agreement. Employees shall give four (4) weeks' written notice of their request for such leave of absence, except in cases of emergency. All such Personal Reasons Leaves of Absence require specific approval and shall not exceed twelve (12) months in duration from the last day worked.

X.H. Retention of Position – Due to Leave(s)

X.H.1. When an employee returns from an approved paid leave, or combination of approved paid leaves, or upon timely return from approved FMLA leave he/she shall be returned to the same position held prior to the leave, provided the position has not been abolished. If, during the leave, the position has been abolished, then he/she shall be transferred to a similar position if one is available.

X.H.2. If during an approved leave a position(s) is abolished, and the reduction in force procedure is initiated, the person on leave will be processed in the reduction in force as though he/she were employed.

X.H.3. When an employee returns from an approved leave or combination

of leaves in excess of approved paid leave and/or approved FMLA leave, an attempt will be made to return the employee to the same or a similar position held prior to the leave(s). However, if this is not possible, or practical, he/she will be offered another position if available for which qualified, seniority permitting. If no position is available, the employee will be considered laid-off and placed on the recall list.

- X.H.4.** Failure to notify the College of a change in leave status, with documentation appropriate to each type of leave, may result in disciplinary action up to and including termination.

X.I. Worker's Compensation Leave and Pay

- X.I.1.** In the event an employee is disabled from working due to a work-related accident, such employee may utilize any time off with pay benefits for which eligible (such as personal use days, sick leave days, or unused vacation) in order to receive the equivalent of full weekly paychecks during any minimum waiting period which must be served before Worker's Compensation benefit payments commence. If the employee receives, on a retroactive basis, any Worker's Compensation benefit payment attributable to such waiting period, the employee will assign and deliver the same to the College.

X.J. Insurance Premiums

During an unpaid leave of absence, the College will pay its share of any group insurance premiums due under this Agreement such that said coverage is continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Thereupon, the employee shall be offered all COBRA and conversion benefits required by Ohio or Federal Law, and shall be responsible for the payment of all relevant premiums.

- X.K.** The College and The Union agree that all employees are expected and required to comply with the attendance policy as set forth in the College's policy and procedures. Any violation (abuse of leave) or falsification of any records associated with any such leave shall be grounds for disciplinary action up to and including discharge.

ARTICLE XI

SENIORITY

XI.A. General

- XI.A.1.** Seniority means the length of an employee's uninterrupted, continuous employment service with the College, expressed in terms of Seniority Years.
- XI.A.2.** Seniority is calculated from the first day worked by the employee in a Professional Bargaining Unit position.
- XI.A.3.** A fulltime employee shall be credited with one Seniority Year (twelve seniority months) for each completed Employment Year. Two fulltime employees, one who works only nine (9) months per Employment Year and the other who works all twelve (12) months per Employment Year, shall each be credited with twelve (12) seniority months, i.e., one full Seniority Year.

XI.B. Loss of Seniority

An employee's Seniority will be lost when the employee:

- XI.B.1** Quits, resigns, or retires.
- XI.B.2.** Is discharged for just cause.
- XI.B.3.** Is laid off for a period which exceeds his/her recall rights.
- XI.B.4.** Accepts a non-Bargaining Unit position.

XI.C. Suspension of Accrual

Layoff, or taking of a Leave of Absence shall constitute an interruption of the employee's continuous service and accrual of seniority shall terminate, but previously accrued seniority shall not be lost. In the case of a medical Leave of Absence or fellowship (paid or unpaid) up to one (1) year in length, accrual of seniority shall not be suspended.

XI.D. Equal Seniority

- XI.D.1.** Equal seniority means that two or more employees have the same number of Seniority Years and the same first day worked in a Bargaining Unit position.
- XI.D.2.** In a situation requiring the breaking of a tie in equality of Seniority, the employee first hired by the College, where such can be

determined from College records, shall be considered the most senior.

- XI.D.3.** Where it is impossible to determine from College records which of two employees with equal Seniority was hired first, such tie shall be resolved by a coin flip witnessed by the employees.

XI.E. Seniority List

Annually within forty-five (45) calendar days of the start of the academic year, upon request by the Association President, or designee the College will provide the Association with a copy of the College's then current Seniority List. Following receipt, the Association shall have forty-five (45) calendar days in which to bring to the College's attention, in writing, any alleged discrepancies in said list.

ARTICLE XII
DISCIPLINE AND DISCHARGE

XII.A. Standard

Employees shall be disciplined or discharged for just cause only.

XII.B. Due Process

The following due process rights shall be afforded all Bargaining Unit Employees involving matters of discipline or discharge.

XII.B.1. The employee and the Association President shall be given at least 48 hours prior notification before any disciplinary meeting.

XII.B.2. Supporting documentation for any such action shall be made available to the employee prior to any disciplinary hearing or meeting.

XII.B.3. Association representation, if desired, at hearings or meetings concerning discipline or discharge will be made available.

XII.B.4. In instances of possible discharge.

XII.B.4.a. In addition to the due process rights delineated in numbers 1, 2 and 3 above, the employee shall be afforded the opportunity to present, either in person or writing, reason why the proposed discharge should not occur.

XII.B.4.b. The final decision regarding the employee discharge shall rest with the College President or his/her designee.

XII.C. Discipline

XII.C.1. Discipline shall be a written conclusion by the College of wrongdoing by an employee that is placed in the employee's personnel file. Verbal discipline shall be memorialized in writing.

XII.C.2. Employees are expected to perform their duties and to follow College policies, procedures. Failure to do so may result in discipline. To maintain effective and efficient operations, the College routinely updates policies and procedures which, when finalized, will be posted on the College's web site. It is the responsibility of each Bargaining Unit employee to review the policies and procedures on a regular basis.

XII.C.3. In instances of severe or repeated violations, the College reserves the right to implement immediate action, up to and including suspension with pay, pending the results of the disciplinary process.

XII.D. Discharge

- XII.D.1.** No employee shall be discharged prior to the holding of a discharge hearing (Loudermill). The College, however, may suspend the employee from duty pending the discharge hearing. Such suspension shall be with pay for up to three (3) working days unless the hearing occurs earlier. Such suspension shall be with pay for more than three (3) working days in the case of unforeseen circumstances as mutually agreed to by the parties.
- XII.D.2.** In the absence of the mutual agreement in D.1. above, and the hearing is delayed beyond three (3) working days due to the Association's inability or failure to provide representation as specified in Subsection 3 of Section B of this Article, the balance of the suspension shall be without pay. However, the employee may elect to proceed with the hearing without Association representation at any time.
- XII.D.3.** If the hearing is delayed beyond three (3) working days due to the fault of the College, the suspension shall continue to be with pay until such time as the College gives the employee notice that it is ready to proceed.
- XII.D.4.** Loudermill hearings are conducted by the Human Resources Administrator. The purpose is to provide the employee an opportunity to respond to the charges delineated by the College.

XII.E. Appeals

Disciplinary decisions are not grievable unless the process itself has not been followed or unless just cause shall has not been shown. Where applicable, Article IV, Grievance Procedure, may be used to appeal a disciplinary action.

ARTICLE XIII

REDUCTION IN FORCE – RECALL

XIII.A. Retention of Employees

When the College identifies a position that is to be eliminated, the Bargaining Unit Employee assigned to the position will be provided a similar position, if available, for which the Bargaining Unit Employee is qualified at the same rate of pay.

XIII.B. Reduction in Force/Lay-off Procedure

When the College determines it is necessary to layoff an employee within a discipline, field of expertise or organizational unit, all casual/temporary, part-time, quarterly, and probationary non-Bargaining Unit employees in the discipline field of expertise or unit shall be laid off first.

If additional layoffs are necessary, such will be achieved by the layoff of probationary Bargaining Unit Employees first, then non-probationary Bargaining Unit Employees of the discipline, field of expertise or organizational unit in reverse order of seniority. A Bargaining Unit Employee qualified in another discipline, field of expertise, or organizational unit may bump the least senior Bargaining Unit Employee in that area.

When the College identifies a position that is to be eliminated, the employee assigned to the position may be provided a similar position, if available, provided the employee meets the minimum qualifications to perform the position. Instructional employees may only bump into instructional employee positions. Non-instructional employees may only bump into non-instructional employee positions within in their department.

XIII.C. Notice of Reduction or Force/Layoff

When the College determines that a reduction of the work force/layoff is necessary, where possible, it will give the affected employee(s) and the Association's President advance written notification of the contemplated effective date. Notice will be given as soon as possible. In all events, the affected employee(s) and the Association President will be given no less than seven (7) calendar days' notice of the effective day of the layoff. At the time of notification, the College will provide a justification for the determination that a reduction of the workforce is necessary. This justification will be in writing and will be provided to the Association President along with the notification of the effective date of the layoff.

XIII.D. Recall Procedure

- XIII.D.1.** Whenever, in the judgment of the College, it is necessary to increase the Bargaining Unit workforce in any organizational unit, discipline, or field of expertise following a layoff of Bargaining Unit Employees, the laid off employees with unexpired recall rights will be recalled in order of greatest seniority, provided that the recalled employee is qualified to perform the available work (refer to VI.N.2.b.). A Professional Bargaining Unit Employee is deemed qualified for any position which s/he previously performed successfully as a College employee, assuming that the employee meets the qualifications as stated in the current job description. Where, however, the employee claims training or outside experience which qualifies him/her for the pending opening and has notified the Human Resources Office of such claimed qualifications and has successfully demonstrated those in a manner consistent with College hiring practices, before the recall process (written notice of recall) has started as to recall of another laid off employee, the College will grant such claiming employee a trial period of up to one semester in which to demonstrate his/her qualification for and capability of performing the available work. If the employee fails, the following recall order will be used as a result of said Bargaining Unit Employee being returned to layoff status:
- XIII.D.2.** Bargaining Unit Employees being recalled shall be notified by registered mail to their last known address and shall have ten (10) calendar days from the date of delivery to respond affirmatively or negatively in writing. It shall be the Bargaining Unit Employee's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
- XIII.D.3.** If the Bargaining Unit Employee fails to respond or responds negatively in writing within ten (10) calendar days from the date the recall notification, was delivered, once offered recall his/her name is removed from the list.
- XIII.D.4.** A Bargaining Unit Employee who has been laid off shall be placed on a recall list for a period of one (1) year from the last day worked. If an individual is not recalled within the above recall period, he/she shall no longer retain recall rights.

ARTICLE XIV

PROBATIONARY PERIOD

XIV.A. Probation

- XIV.A.1.** All new employees shall be considered on probation for a period of one (1) employment year. At least two evaluations by the immediate supervisor must be completed the year; one in the first semester and one by the end of the second semester of the employee's employment year. Upon completion of the two evaluations, the College may extend this probationary period for a second employment year when it is deemed appropriate to ascertain the level of work performance demonstrated by the employee. Only one extension is permitted and can be no less than one employment year.
- XIV.A.2.** If an employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and subject to the provisions of full probation.
- XIV.A.3.** The retention or release of a probationary employee shall be at the discretion of the College and is not subject to the Grievance Procedure. There shall be no responsibility for the re-employment of a probationary employee who is laid off.
- XIV.A.4.** Probationary employees shall not be entitled to benefits of Tuition Reimbursement clause, Article IX, Section B2.
- XIV.A.5.** When an employee changes status from a 75% benefits eligible contract to a permanent position, and such change of status is in the same position the probationary period will be reduced by the number of calendar days previously worked within any contiguous employment year.

XIV.B. Probation Notice

New employees shall be notified in writing within ten (10) calendar days upon completion of their probationary period whether they are no longer on probation or whether there is an extension of the probationary period. Written notice shall be given to the Association President ten (10) calendar days after the completion of probation.

XIV.C. Probationary Rights

In all other respects, a probationary employee shall be deemed a Bargaining Unit Employee and covered by the process of this Agreement.

ARTICLE XV

FACULTY RANK / ADVANCEMENT

The College administration acknowledges the importance of the professional pursuits and academic contributions of its Faculty Employees. In an effort to recognize their important professional expertise and contributions, the College agrees that a non-economically based faculty ranking system is appropriate. The College agrees to implement the following faculty ranking system and procedures.

XV.A. Rank and Criteria

Instructional employees of the College shall be ranked in one of five (5) academic classifications with the following criteria:

XV.A.1. Teaching Technician

- XV.A.2.a.** An Associate's degree or equivalent experience and/or required licensure/certification in their specialty (and, if applicable, meeting third party accreditation requirements) as approved by the Faculty Credential Committee;
- XV.A.2.b.** Evidence of potential professional teaching ability as documented by student, peer, and/or supervisory evaluations;
- XV.A.2.c.** A continuing professional development plan which includes the completion of a bachelor's degree, within five (5) years of the assignment of teaching technician rank.

XV.A.2. Instructor

- XV.A.2.a.** A Bachelor's degree or equivalent experience and/or required licensure/certification in their specialty (and, if applicable, meeting third party accreditation requirements) as approved by the Faculty Credential Committee;
- XV.A.2.b.** Evidence of professional teaching ability as documented by student, peer and/or supervisory evaluations;
- XV.A.2.c.** A continuing professional development plan which includes the completion of a master's degree within five (5) years of the assignment of, or advancement to instructor rank.

XV.A.3. Assistant Professor

- XV.A.3.a.** A master's degree or equivalent experience and/or required licensure/certification in their specialty (and, if applicable, meeting third party accreditation requirements) as approved by the Faculty Credential Committee;
- XV.A.3.b.** Evidence of at least three (3) years of successful full-time college teaching or at least three (3) years of experience serving as a trainer for field related professional development;
- XV.A.3.c.** Evidence of continued professional teaching ability as documented by students, peer, and/or supervisory evaluations;
- XV.A.3.d.** Evidence of continued professional development through the submission and implementation of an appropriate professional development plan;

XV.A.4. Associate Professor

- XV.A.4.a.** A Master's degree and forty-five (45) additional graduate quarter hours or equivalent semester hours of study or equivalent experience and/or required licensure/certification in their specialty (and, if applicable, meeting third party accreditation requirements) as approved by the Faculty Credential Committee;
- XV.A.4.b.** Evidence of at least five (5) years of successful full-time college teaching or at least five (5) years of experience serving as a trainer for field related professional development;
- XV.A.4.c.** Evidence of ability to teach a variety of subjects and develop curricula in one's field of specialization;
- XV.A.4.d.** Evidence of continued professional development through the submission and implementation of an appropriate professional development plan;
- XV.A.4.e.** Evidence of active professional leadership in faculty activities both in and out of the classroom (e.g. professional memberships, publishing, conference presentations, committee work, Association work, etc.).

XV.A.5. Professor

- XV.A.5.a.** A doctorate degree or equivalent experience and/or required licensure/certification in their specialty (and, if applicable, meeting third party accreditation requirements) as approved by the Faculty Credential Committee;
- XV.A.5.b.** Evidence of at least seven (7) years of successful full-time college teaching or at least seven (7) years of experience serving as a trainer for field related professional development;
- XV.A.5.c.** Evidence of the ability to teach a variety of subjects and develop curricula in one's field of specialization;
- XV.A.5.d.** Evidence of continued professional development through the submission and implementation of an appropriate professional development plan;
- XV.A.5.e.** Evidence of active professional leadership in faculty activities both in and out of the classroom (e.g. professional memberships, publishing, conference presentations, committee work, Association work, etc.)

XV.B. Compensation and Qualifications

- XV.B.1.** Rank and compensation are not related.
- XV.B.2.** Rank and qualifications for course assignment are not related.

IV.C. Faculty Credential Committee

The Faculty Credential Committee shall be comprised of the Vice President of Academic Affairs and Workforce Development, an administrator from each School appointed by the College, and one Bargaining Unit member from each School appointed by the Association President. Employees who apply for advancement shall not be eligible to serve on the Advancement Committee during the academic year in which their application is considered. The Vice President of Academic Affairs and Workforce Development or his/her designee shall chair the committee.

XV.C. Initial Classification

All full-time faculty employed after one year of teaching at Hocking College or upon completion of probation shall be assigned an initial rank by the Faculty Credential Committee. Such initial ranking will be determined in a manner

deemed most appropriate by the committee and must adhere to the classifications and criteria specified in subsection "A" above. The Faculty Credential Committee shall be the final arbiter of all initial classifications.

XV.D. Advancement Application Process

Applications for advancement must be submitted to the Vice President of Academic Affairs or his/her designee by March 1 preceding the academic year in which the advancement would become effective. The Faculty Credential Committee shall review the employee application and either grant or deny the advancement request. An affirmative vote of a majority of the committee members (three votes) shall be required to recommend advancement. The applicant shall be given written notification of the final decision, with appropriate justification, prior to the end of the academic year. In all instances, employees must meet the minimum criteria for advancement as set forth in this agreement. An employee may withdraw his/her application at any time and may apply or reapply for advancement each academic year.

XV.E. Rank and Grievance

Neither the initial classification by the Faculty Credential Committee, nor a recommendation of the Faculty Credential Committee, regarding faculty rank can be grieved under the conditions of this Agreement.

ARTICLE XVI
GOVERNANCE

XVI.A. Board of Trustees and Administration

- XVI.A.1.** The HCEA and the administration recognize the Board of Trustees has the rights vested as described in the Ohio Revised Code.
- XVI.A.2.** The Board of Trustees recognizes the roles of the President, Vice Presidents, Academic Administrators, and other administrative officers in executing the administration of the College, and the role of faculty and professional non-faculty employees in academic and support matters.

XVI.B. Faculty and Professional Non-Faculty Employee Involvement

- XVI.B.1.** The College welcomes and encourages recommendations regarding the fulfillment of the College's mission.
- XVI.B.2.** The College shall, to the extent practical, seek faculty and/or professional non-faculty input on academic matters and/or the professional support thereof. The method for soliciting said input may be through committees or other means at the College's discretion.
- XVI.B.3.** When the College appoints or authorizes a committee to address issues of the College, the HCEA shall be afforded the opportunity to provide a representative. HCEA recognizes the right of management to hold management meetings without HCEA representation.
- XVI.B.4.** In the interest of communication and feedback, committee meeting minutes will be published internally and shall include committee membership including committee positions.
- XVI.B.5** Provisions delineated in Section B, numbers 2, and 3 above may be waived by mutual consent of the College and HCEA.

ARTICLE XVII

GENERAL PROVISIONS

XVII.A. In-term Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any and all permissible subjects or matters for collective bargaining and that all understandings and agreements arrived at by the parties after exercise of said rights are set forth in this Agreement. Therefore, the College and the Association, for the duration of this Agreement, voluntarily and unqualifiedly waive the right and acknowledge that neither is obligated to bargain collectively with respect to any subject or matter referred to, covered by, included in, or omitted from this Agreement, even though not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. However, should both parties agree to bargain, the In-term Bargaining Council (IBC) shall be utilized.

XVII.A.1. In-term Bargaining Council

An In-term Bargaining Unit (IBC) shall be established if the need arises. The IBC shall consist of six (6) members; three (3) members appointed by the College including at least one representative from Academic Affairs and one representative from Human Resources, and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.

XVII.A.2. Objectives - The objectives of the IBC shall be to:

- XVII.A.2.a.** Provide opportunities for communication between HCEA members and the administration.
- XVII.A.2.b.** Expand and improve working relationships between professional staff and the administration.
- XVII.A.2.c.** Assist professional staff and the administration in solving problems of mutual concern when possible. Differences of opinion regarding what constitutes "mutual concern" cannot be grieved.

XVII.A.3. Authority

The IBC shall have the authority to bargain wages, terms and conditions of employment, and/or responses to changes in, or new, federal or state legislation.

XVII.A.3.a. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for recommendation for an addendum to the Agreement.

XVII.A.3.b. An agreement reached on an issue by the IBC shall become addendums to the contract contingent upon approval by the Association membership and the College's Board of Trustees. If agreement is not reached on an issue by the IBC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

XVII.A.4. Meetings

The IBC shall meet as necessary or at the request of either the administration or the HCEA at mutually agreed upon times.

XVII.B. Maintenance of Standards

During the life of this Agreement, no right, privilege or benefit knowingly afforded employees or the Association by the College will be reduced to a lesser degree than that afforded prior to the effective date of this Agreement, unless such topic is specifically covered by this Agreement or mutually agreed upon by the parties.

XVII.C. Effect of Law

If it is determined that a part of this Agreement is contrary to federal law or any state law which may not be superseded under Chapter 4117 ORC., thereby making any part of the Agreement inoperable, such shall be reason for the parties to meet within thirty (30) calendar days to make such modifications as are necessary to make the Agreement whole and operable as may be mutually agreeable.

XVII.D. Mutual Responsibilities

XVII.D.1. The College and Association affirm that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Hocking College workplace.

XVII.D.1.a. Drug-Free College:

The Association and College jointly pledge to comply with and support all requirements of federal and state laws concerning a drug-free workplace.

XVII.D.1.b. Employee Assistance Program (EAP):

The Association and the College jointly pledge to support the College's Employee Assistance Program. This support will be in compliance with the various state and federal laws (Drug-Free College and Drug-Free Workplace) and contract provisions relevant to the drug-free workplace.

XVII.D.2. Uniform Application/Non-Discrimination Pledge

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all Bargaining Unit Employees without regard to race, color, creed, religion, gender, age, national origin, disability, or sexual orientation.

ARTICLE XVIII

NO STRIKE/NO LOCKOUT

XVIII.A. Non-interruption

The College and the Association subscribe to the principle that any and all differences arising under this Agreement should be resolved without any interruption of the College programs and operations. Therefore, the Association agrees that during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, sympathy strike, slowdown, work stoppage, or any other interruption or interference with the normal operations of the College.

XVIII.B. Employees Bound

In addition, no Bargaining Unit Employee shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, work stoppage, or any other interruption or interference with the normal operations of the College. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether an employee has engaged in any conduct prohibited by this provision is reviewable through the Grievance Procedure.

XVIII.C. Affirmative Efforts

In the event any violation occurs by employees in the No Strike/No Lockout, Sections A and/or B, upon written notice from the College, the Association shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all employees that the strike, sympathy strike, slowdown, work stoppage, or any other interference with normal College operations is in no way sanctioned or approved by the Association.

XVIII.C.1. Rights

The Association officials may use the College facilities and resources available to immediately advise the involved employees to return to work at once and desist from the work disturbance.

XVIII.C.2. Responsibility

At the time the College notifies the Association, in writing, of an employee violation of this provision, the HCEA shall contact the College's Office of Human Resources to discuss and formulate joint activities to return College operations to normal as soon as possible. Such plans may include actions taken by the Association officials in the form of phone calls, memoranda, and personal contact directed

to the involved employees.

XVIII.D. Lockout

The College agrees that during the term of this Agreement, it shall not lockout any Bargaining Unit Employees covered by this Agreement.

XVIII.E. Direct Access

Questions of compliance with this provision may be referred to SERB or courts of appropriate jurisdiction for prompt remedial action not withstanding any other provision of this Agreement.

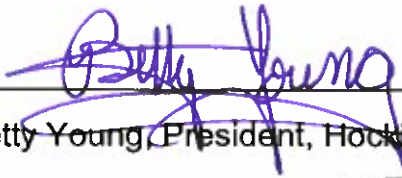
DURATION

This Agreement is effective January 1, 2022 and will remain in full force and effect until 11:59 p.m. December 31, 2024.

In witness thereof, the parties have caused the due execution of this Agreement this 17th day of February, 2022 in Nelsonville, Ohio.



Awni Mikhail, President, Hocking College Education Association



Betty Young, President, Hocking College



Ben Mitchell, Board of Trustees, Chairman

APPENDIX A

Arbitration# Case No. 01-18-0002-6939

ARBITRATION SETTLEMENT AGREEMENT

This Arbitration Settlement ("Agreement") is entered into by and between Hocking College ("Employer") and the Hocking College Educational Association ("Union"), to be effecting on the date last signed below.

WITNESSETH:

WHEREAS, the Union represents the Employer's full-time faculty.

WHEREAS, the Union has filed a grievance concerning the Employer's use of Program Managers ("Grievance").

WHEREAS, the Employer denies any and all wrongdoing.

WHEREAS, in accordance with the collective bargaining agreement in effect between the Employer and the Union, the Employer and the Union have proceeded to arbitration on the Grievance; and

WHEREAS, the Employer and the Union wish to avoid the cost, uncertainty and inconvenience of continuing the arbitration process and desire to resolve all disputes between and among them on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein, it is hereby agreed as follows:

AGREEMENT

1. **Dismissal of Grievance and Arbitration Demand:** In consideration of the mutual obligations imposed by this Agreement, the Union withdraws and dismisses with prejudice the Grievance and subsequent demand for arbitration on a non-precedent setting basis.

2. **Program Manager Contact-Hour Limits:** Within 30 days of the effective date of this Agreement the Parties shall execute an MOU, effective Summer Semester 2020, which contains the following limitations and exceptions thereto on Program Manager Contact Hours.

- a. **Programs Existing on or before June 30, 2020:** Absent exigent circumstances, teaching Program Managers for programs in existence on or before June 30, 2020 may not exceed the following contact hours:

1. **Summer 2020 to Spring 2021:** Contact hours equivalent to 75% of an 100% FTE faculty member in the relevant discipline.
 11. **Summer 2021-Spring 2022:** Contact hours equivalent to 50% of an 100% FTE faculty member in the relevant discipline.
 - m. **Summer 2022 and Thereafter:** Contact hours equivalent to 30% of an 100% FTE faculty member in the relevant discipline.
- b. **New Programs Offered after June 30, 2020:** Absent exigent circumstances, teaching Program Managers for new programs offered after June 30, 2020, may not exceed the following contact hours:
1. **First Academic Year of the Program:** Contact hours equivalent to a 100% FTE faculty member in the relevant discipline.
 11. **Second Academic Year of the Program:** Contact hours equivalent to 75% of an 100% FTE faculty member in the relevant discipline.
 - m. **Third Academic Year of the Program:** Contact hours equivalent to 50% of an 100% FTE faculty member in the relevant discipline.
 - iv. **Fourth Academic Year of the Program and Thereafter:** Contact hours equivalent to 30% of an 100% FTE faculty member in the relevant discipline.
- c. **Exigent Circumstances:** Exigent circumstances is understood to mean unexpected circumstances, such as unexpected resignations or no-shows.
- d. **Current Programs:** For the current academic year, the Employer may assign contact hours to teaching Program Managers to the extent it deems necessary for the success of the Program. However, during this time, the Employer should not increase the contact hours for Program Managers who are currently below the limits described in Section 2.a above simply because they are below such limits. Any such increases should be made in good-faith and for other legitimate business/educational reasons.
- e. **Term of MOU:** Unless the parties mutually agree otherwise, the MOU shall be incorporated as an appendix to the next collective bargaining

agreement between the parties.

- f. **MOU Subject to Grievance Procedure:** The MOU shall be subject to the grievance procedure, including arbitration, of the collective bargaining agreement in effect at the time of the alleged violation.
3. **Non-Admission of Liability:** The Parties acknowledge and agree that their negotiation and execution of this Agreement is not to be construed as an admission of any fault, wrongdoing or liability whatsoever by any Party.
4. **Construction:** The Parties expressly agree and acknowledge that this Agreement is not to be construed against any of the Parties on the basis of which Party drafted the Agreement.
5. **Counterparts:** This Agreement may be signed in counterparts, and all such counterparts taken together shall constitute the same Agreement. Electronic and facsimile transmissions of this Agreement or any signature page shall be deemed originals.
6. **Severability:** The Parties agree that the terms of this Agreement are intended to be severable. If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.
7. **Entire Agreement:** The Parties agree that this Agreement is the entire Agreement between them and represents their full and complete understanding. No prior or contemporaneous oral agreements may be offered to alter the terms of this Agreement. This Agreement shall be binding upon the Parties hereto and the Parties' heirs, executors, successors and assigns. This Agreement may not be amended, modified or terminated, in whole or in part, except by a written instrument executed by the Parties.

WHEREFORE, the undersigned assert that they have read the foregoing Agreement and declare that they have consulted with advisors of their choice and fully understand the Agreement and its legal significance and voluntarily sign it below to signify their agreement with its terms.

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