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STATE EMPLOYMENT
RELATIONS BOARD

2011 FEB 24 P 12: 52

Professional Unit Agreement

Between

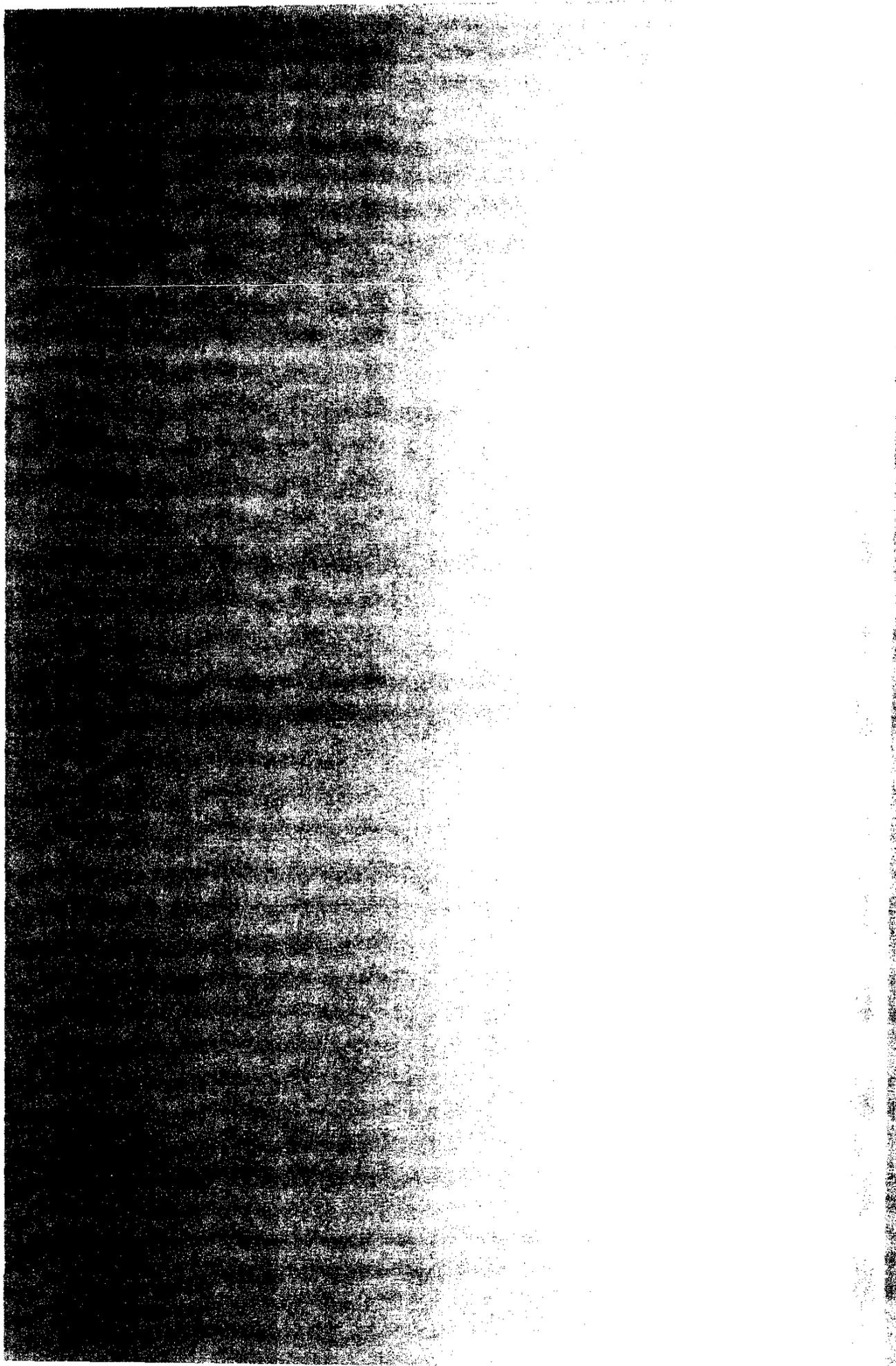
Hocking Technical College

And

**Hocking College
Education Association
OEA/NEA**

**July 1, 2010
through
June 30, 2013**





STATE EMPLOYMENT
RELATIONS BOARD

2011 FEB 24 P 12: 52

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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).

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 whose 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 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.

Conversion Process

During the winter quarter of each year, Academic Administrators review their current staff rosters in a joint effort with the Vice President of Academic Affairs. Determinations are made if new or replacement positions will be needed in the next academic year based on a combination of retirements, resignations and student enrollment. A list of new and "converted" (quarterly to 9-month) positions is then forwarded to the President for consideration. Positions approved by the President are posted by means of an "All Staff Email" and applications taken through the Human Resources Office. Positions are filled competitively with selections being made by the Academic Administrator and the Vice President of Academic Affairs.

Course Assignment

For purposes of this contract, course assignment means the filling of classes with faculty and others, as described in Article VI. Section F. Item 3.

Emergency

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

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.

Evening, Weekend and Flex Break Even and Per Student Calculations

Evening, Weekend and Flex Break Even and Per Student Calculations
(3.5% x Step 0 quarterly salary (by degree) x Contact Hours) + 15.45%

11 = Break Even Number
Per quarter

Course Credits x Tuition Per Credit Hour

(3.5% x Step 0 semester salary (by degree) x Contact Hours) + 15.45%

16 = Break Even Number
Per semester

Course Credits x Tuition Per Credit Hour

Field of Expertise

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

Fulltime Faculty Employee

A Bargaining Unit Employee whose regular duties are teaching at least 50% of normal load per quarter, for three academic quarters per year, except quarterly employees.

Fulltime 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.

Immediate Family

Spouse, life partner, child, mother, father, sister, brother, mother-in-law, father-in-law, as well as grandparents, grandchildren or permanent residents of the employee's household.

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 and Ecological Sciences) 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., Student Affairs).

Professional Employee

Any salaried employee engaged in work that is predominantly intellectual involving the consistent exercise of discretion and judgment in its performance and requiring knowledge of an advanced type.

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.

Quarterly Employee

A person hired for one quarter and whose termination is automatic unless otherwise renewed contractually.

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.

Salary Scale

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

Scheduling

All activities involved with the creation of the schedule of classes.

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 employee who has authority, in the interest of the College, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

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

The academic year is divided into Fall, Winter, Spring, and Summer quarters or into Fall, Spring, and Summer semesters. A Faculty Bargaining Unit Employee shall teach any three of these four quarters or any two of these three semesters and, unless otherwise scheduled, will be obligated to be on campus no more than 173 days during that period when divided into quarters, or 168 days when divided into semesters.

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: faculty and non-faculty employees in all organizational units and/or all other employees of a like community of interest.

I.C. Excluded

The unit shall exclude:

President, Vice Presidents, Deans, Associate Deans, Academic Administrators, law enforcement academy commanders (including NRTI [National Ranger Training Institute]), Business Manager, Administrators of non-instructional programs, Public Information, Secretary to the Board of Trustees, and non-teaching private contract employees employed at the College Hotel/Restaurant.

All managerial, confidential, supervisory, student, support staff bargaining unit, casual/temporary, quarterly, grant-funded employees, and all other employees of an unlike community of interest.

Any Bargaining Unit Employee who is partially grant-funded as of July 1, 2003 will be considered grandfathered and not subject to the exclusion.

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 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 service, 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 that affect wages, hours, 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; provided, however, in no event will the College be required to pay more than six (6) 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) as provided under ORC.4117 (C) (1) (f) in the negotiations for a successor Agreement.

In the event agreement is not reached after ninety (90) 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) and such request shall be deemed a joint request.

In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) calendar days or until the expiration date of the Agreement, whichever is less. Then the ORC.4117.14 (D) (2) and provisions thereafter shall apply.

III.B.2. The parties at any time may mutually agree to any other Dispute Resolution Procedure they deem appropriate.

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. 100 copies shall be reproduced in a 5.5" x 8.5" booklet by the college print shop. Material costs shall be shared jointly by the parties. All copies will contain a reproduction of the original Agreement's fully executed signature page. If additional copies are needed, the cost shall be jointly shared by the parties.

ARTICLE IV

GRIEVANCE PROCEDURE

IV.A. Definition

A grievance is a written claim by the Union or Bargaining Unit Employee that any specific provision of the Agreement has been violated, misinterpreted, or misapplied.

IV.B. Access

A grievance may be filed by the Association or a Bargaining Unit Employee. The grievance procedure shall not be used for purposes of harassment.

IV.C. Representation

No grievant may be represented by any Association or employee group other than the Association.

IV.D. Withdrawal or Settlement

A grievance may be withdrawn or settled at any time. Withdrawal or settlement does not constitute an admission of wrongdoing by either party. Once withdrawn or settled, the withdrawn or settled grievance may not be re-filed by the grievant or the Union on behalf of the grievant. If a subsequent violation on the same issue occurs a new grievance may be filed unless otherwise agreed. The Association shall be part of all settlement agreements.

IV.D.1. Procedure

Within 45 calendar days after the Association or a Bargaining Unit Employee knows or reasonably should have known of the alleged grievance, the Association or employee must file a written grievance with the Human Resources Director. The grievance shall be on a form available to the Association and Bargaining Unit Employees. The grievance shall state the specific article or articles violated, the conduct, or decision that constitutes the violation, and the proposed remedy.

Upon receipt of the grievance, the College and the Association/grievant shall have fourteen (14) calendar days to meet and/or resolve the grievance.

If not resolved within fourteen (14) calendar days of the filing, the grievance shall be automatically advanced to the Provost on the 14th day after filing. The Provost or her/his designee shall offer to meet with the Union within fourteen (14) calendar days of receiving the grievance. If not resolved, the Provost or her/his designee shall issue a written decision granting or denying the grievance, in whole or in part, within twenty eight (28) days of advancement to the Provost. Such decision shall be provided to the Grievant and the Union President.

IV.E. 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.F. Reprisals

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

IV.G. Association Grievance Representative

The grievant shall have the right of representation at all grievance proceedings, provided there shall be not more than three (3) Association Grievance Representatives and the Labor Relations Consultant for the Bargaining Unit.

IV.H. Pre-Grievance Inquiry

A Bargaining Unit Employee or Union Representative who wishes to request information regarding the implementation or interpretation of the agreement may contact the College's Human Resources Administrator to request information regarding a possible grievance. The request shall be made in writing. Further, a copy of the request and any response must be provided to the Association President.

Within fourteen (14) calendar days of the first grievance meeting, a second meeting will be held with all parties involved in the alleged grievance for the purpose of seeking a resolution to the grievance. The College and Association may mutually agree to continue to meet or exchange proposals for the purposes of seeking a resolution.

If the College, the Bargaining Unit Employee and/or the Association cannot reach a resolution through settlement or withdrawal, the College shall render a final decision on the merits of the grievance. The College shall provide the final decision to the Association and the grievant within fourteen (14) calendar days of the final meeting or exchange of proposals.

IV.E. Arbitration

If the grievant is satisfied with the College's final decision concerning the grievance, the grievance shall be considered settled. If the grievant is not satisfied with the College's final decision concerning the grievance, the Association in conjunction with OEA shall decide whether to proceed to arbitration. If so, within fourteen (14) calendar days following the date appearing on the College's written final decision, or the date of automatic denial where no written decision is rendered, the Association shall, 1) provide written notification to the Human Resource Director that the Association will appeal the decision to arbitration; 2) petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with such rules. The decision shall be in writing and a copy sent to all parties. The decision of the arbitrator shall be final and binding on the College, the Union and the grievant. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement. The prevailing party shall not be responsible for the costs of using AAA and/or the arbitrator.

IV.F. Batching of Grievances

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

IV.G. Written Waiver

Grievance time-lines 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 unscheduled classrooms or meeting rooms for Bargaining Unit meetings upon notification. Permission to use such facilities shall be given so long as the use does not interfere with any previously scheduled activity in said facility and shall be without charge or fee to the Association unless there is increased custodial or maintenance work beyond that required when no meeting is held. It is understood that the request for any site will be done in a manner consistent with the event's purpose.

The Bargaining Unit Employees shall share a staff lounge approximately 300 square feet, located in either Light Hall or Oakley Hall, with other College employees.

V.B. Print Shop/Duplicating Services

To purchase services from the College's print shop under the same conditions at the same cost as such services are made available to the College, understanding that such requests will not be viewed as a priority item. The use of duplicating machines shall be available to the Association at the same cost rate as identified above.

V.C. Campus Mail

To use the campus mail system to distribute bulk Association information pertaining to the local Bargaining Unit.

V.D. Bulletin Board

To use a dedicated 48" x 72" bulletin board in the staff lounge. All material posted shall be identified with the Association monogram and/or author. Materials not so identified shall be removed. Posted items shall not contain information which is critical of the College administration, Board of Trustees, or other employees. The

Association will be responsible for physically maintaining the bulletin board.

V.E. Office

To share with the support staff employees' Bargaining Unit a suitable, assigned, *private office of not less than 100 square feet of floor space* in the main building or another mutually agreed upon building for conducting business involving the Association or Bargaining Unit Employees. To furnish and equip such office (without damage thereto), including the installation (and maintenance) of private telephone service, all at the Association's sole expense.

V.F. Public Documents

One copy to be provided, at no cost and upon written request of the Association President or his/her designee, of public documents and data that are regularly and routinely prepared in the normal course of the College's business, and are relevant and necessary to the Association's handling of grievances or to the Association's collective bargaining of a successor to this Agreement. Additional copies may be provided upon mutual agreement. There will be no charge for documents between 0 and 250 pages. Starting with page 251 there will be a small charge.

V.G. Employee Status

The College shall notify the Association President of all new permanent hires, resignations, retirements, transfers within the Bargaining Unit and terminations.

V.H. Trustee Agenda/Minutes

To have provided to the Association President a copy of the Board of Trustee's meeting agenda a week in advance of the scheduled meeting and to have provided, when available, a copy of the approved official minutes of the previous meeting. The President of the Association may request a place on the agenda for himself/herself or his/her designee when desired.

V.I. Bargaining Unit Employee Meeting Agenda

To have the Association President request in advance a place on the agenda of any general employee meeting called by the Administration and such request will be granted provided it is specific as to the meeting and date thereof.

V.J. Work Area Visitation

To have the Association President visit unrestricted work areas during such officer's release time for Association Business. The Association President also may visit restricted areas upon complying with all health, safety and security regulations pertaining to such work area and giving advance notice to the area's supervisor of the request to visit such area. Normally said notice will be given at least thirty (30) minutes prior to the time of the requested visit. Such requests shall not be unreasonably denied so long as written, prior notice to the unit President's immediate supervisor as to the use of Association's Business Leave time has been received and the work area visitation does not exceed thirty (30) minutes in length in any one area/office.

V.K. Association Business

To request and be granted paid release time in keeping with the following:

V.K.1 Assembly Leave

The President (or his/her substitute) and one Bargaining Unit Employee will be granted permission to attend either of the two (2) OEA Representative Assemblies of Higher Education Advisory Councils each calendar year, provided that each such Assembly not exceed two (2) working days off per attendee. No more than sixty-four (64) total hours of paid release time per calendar year will be granted by the College under this provision. Utilization of such Assembly Leave release time will require seven (7) calendar days' advance notice of the identity of proposed attendees and approval of the College's Human Resources administrator and, as to the non-President Bargaining Unit Employee or any substitute for the President, also advance written approval of the Association's President.

For any employee (including the President's substitute), other than the Association President him/herself, the College may cancel previously approved Assembly Leave in the event of an emergency requiring the presence of such employee. Should such cancellation occur, another employee approved by the

College and the Association's President and not needed in connection with the emergency, may be substituted for the originally authorized attendee, it being understood that only such advance notice as is reasonable in the circumstance is required in such instance.

V.K.2. General Association Business Leave

The Association President shall have authority to utilize up to one hundred sixty (160) hours of release time per calendar year for the conducting of general Association business (including holding Association office hours or work area visitation) by such President or by individuals designated by such President, subject to the following conditions:

- V.K.2.a.** Not more than two (2) individuals (including such President) may utilize such release time at any given time; except during preparations for negotiations. During preparation for negotiations, four (4) individuals (including the President) may utilize such release time. If multiple Bargaining Unit Employees from same unit request leave, approval for more than one unit employee to participate necessitates supervisor approval.
- V.K.2.b.** Such release time shall be charged off in increments of not less than two (2) nor more than eight (8) hours per scheduled working day of the individual(s) involved; however, periods of time used less than two (2) hours in duration shall be accumulated by the individual's supervisor and charged to Association Business Leave at the point in time at which a total of two (2) hours has been accumulated.
- V.K.2.c.** Not more than 80 hours of such paid release time may be used in any given academic quarter.
- V.K.2.d.** The immediate supervisor of the individual(s) involved will be provided with advance, written notice of the Association's intent to use such leave.

Said notice will include identification of proposed individual, date of proposed use, increment to be used, proposed clock hours between which such increment would fall and the Association President's signature.

If such notice is received by the immediate supervisor more than forty-eight (48) hours before the proposed use, normally the request will be granted assuming the supervisor can cover the proposed user's essential duties through reassignment of other Bargaining Unit Employee(s). If it is impossible to so cover the proposed user's essential duties on the date or times shown in the notice, the immediate supervisor shall meet with the Association President, if requested, and arrange for release of the desired individual as soon after the requested date or time as is practical or arrange for release of a different individual as mutually agreed.

If such notice is received twenty-four (24) hours or less than before the proposed use, its granting or denial is at the discretion of the immediate supervisor of the individual(s) involved.

The College shall consult with the Association President or his/her designee in scheduling discipline or discharge hearings.

V.K.2.e. Where there is a desire for a properly designated individual to engage in General Association business for a period of less than one-half hour of working time, release time for such purpose may be granted or denied at the discretion of the immediate supervisor.

V.K.2.f. General Association Business Leave may not be used in lieu of or as supplement to the aggregate Assembly Leave provided in Subsection 1 hereof.

V.K.2.g. Compilation of General Association Business Leave will be the responsibility of the College's Human Resources Office.

V.K.3. Grievance Processing

To request and have granted paid release time as defined in the remainder of this Article, for the purpose of grievance processing:

V.K.3.a. When a designated grievance representative meets an allegedly aggrieved Bargaining Unit Employee for the purpose of discussing a potential grievance, permission to make such contact is required in advance from the representative's and the aggrieved Bargaining Unit Employee's immediate supervisors for approval of release time. This period may not exceed thirty (30) minutes in length, and, if further discussion is required beyond this period, it will be on the Bargaining Unit Employee's free time, and the representative's free time or as time covered in General Association Business Leave (Article V, Section K, Item 2).

V.K.3.b. In the event the Association representatives have business with any Bargaining Unit Employee beyond an initial contact described above in subsection "a" (including contacting an administrator for information needed for a specific grievance, unfair labor practice, etc.), it will be on the Bargaining Unit Employee's free time and the representative's free time or as time covered in General Association Business Leave (Article V., Section K. item 2).

V.K.3.c. To request and have granted release time with pay for attendance at grievance processing meetings, as specified in the Grievance Procedure Article, by the Association Grievance Representative so authorized thereunder.

V.K.3.d. Release time for attendance at an arbitration must be requested 10 calendar days in advance of the arbitration.

V.K.4. Telephone Directory

The College shall list, under an appropriate HCEA Professional Unit heading, in each new issuance of the College telephone directory, the names, positions, and office telephone numbers of the Association Officers and Executive Committee members.

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; or, if the supervisor or unit secretary is not available, to make that report to the Department of Campus Safety and Division of Police if prior to 8:00 a.m., or to the College Human Resources Office if after 8:00 a.m.

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 quarter and a copy of the minutes of those meetings shall be sent to the Human Resources Office.
- 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 of an accident or incident. Forms will be available in each organizational unit and shall be filed with the Health Center or Campus Safety.

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. The purpose of evaluations is to improve an employee's performance and to provide the definitive written records of an employee's performance.

VI.E.1.b. Prior to the evaluation, the evaluation procedure shall be explained to the employee.

VI.E.1.c. Observations of the work performance of employees shall be conducted openly. All evaluations shall be reduced to writing. Evaluations will be done by the employee's immediate supervisor or another designated supervisor familiar with the expertise being evaluated. Evaluators unfamiliar with an employee's area of expertise may utilize experts in that area. Experts may be from outside the College. The expert may evaluate only content (as opposed to teaching performance or method). Expert opinions must be clearly identified as such on the administrative evaluation form.

VI.E.1.d. 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. Any non-renewal of a contract shall only be for "just cause." Any Bargaining Unit Employee who may be non-renewed shall be notified no later than June 1.

- VI.E.1.e.** When an evaluator has completed an evaluation, he/she 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. If work records in the organizational unit and/or other substantive criteria are utilized in preparing the evaluation, the employee will have an opportunity to review those records. Non-substantive criteria will not be used in the employee evaluation process.
- VI.E.1.f.** The employee and evaluator 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 and the evaluator. 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.g.** 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.h. All administrative evaluations will be placed in the employee's personnel file. Student evaluations will be kept on file in the academic units for three (3) years and will be returned thereafter, upon request, to the employee. Evaluative files shall be open to employee inspection, copies available upon request.

VI.E.1.i. 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.j. Peer evaluations may be conducted but are not to become part of any personnel file.

VI.E.1.k. Evaluations are not grievable.

VI.E.2. Evaluation Procedure – Faculty Employee

VI.E.2.a. Employees shall have their performance evaluated administratively.

VI.E.2.b. Administrative evaluations will be performed at least twice during the Faculty Bargaining Unit Employee's first employment year.

VI.E.2.c. After the first employment year, administrative evaluations shall be conducted annually for three (3) years and then once every three (3) employment years. Additional evaluations may be performed at the request of the immediate supervisor or the employee.

VI.E.2.d. Student evaluations shall be completed in one day course in all quarters. Student evaluations shall be completed in all evening and online courses. Additional student evaluations may be required by the immediate supervisor. Student

evaluations can be used as a source for a development program but cannot be used as a source for disciplinary action.

VI.E.3. Procedure – Non-Faculty Employees

VI.E.3.a. Employees shall have their performance evaluated administratively.

VI.E.3.b. Administrative evaluations will be performed at least twice during the Non-faculty Bargaining Unit Employee's first employment year.

VI.E.3.c. After the first employment year, administrative evaluations shall be conducted annually for three (3) years and then once every three (3) employment years. Additional evaluations may be performed at the request of the immediate supervisor or the employee.

VI.F. Workload - Faculty

VI.F.1. Instructional Bargaining Unit Work

Instructional 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, 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.

VI.F.2.a. All class hours: 15-18 contact hours. Writing instructors shall have the actual class hours assigned to writing courses divided by 15 used to calculate load percentage. Writing Instructors'

class hours for non-writing shall be divided by 18 to determine load percentage. Any non-writing instructors' load under 15 hours shall be divided by 18 to determine load percentage.

- VI.F.2.b.** Combination of class and lab: 18-21 contact hours.
- VI.F.2.c.** All laboratory classes: 22-25 contact hours.
- VI.F.2.d.** Hocking College and the Hocking College Education Association agree to meet in January 2012 to re-examine load. If the parties do not mutually agree upon revised normal load, current contract language stands.
- VI.F.2.e.** Calendar – years one (1) and two (2) = current contract language – year three (3) = according to approved semester calendar for 2012.
- VI.F.2.f.** Practicum/Co-op/Directed Practice 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
71 – 74	students	=	21 contact hours

VI.F.2.g. A coordinating instructor will receive a salary increment equal to 5.5% of his/her quarterly salary per hour of coordination activity. Some coordinators may receive reassigned time in lieu of payment for coordinating activities, but the determination shall be at the designation of the supervisor. Payment or reassigned time increments shall be determined based on program need. Each hour of coordination time equals two clock hours per week.

VI.F.2.h. Coordinating duties are voluntary.

VI.F.2.i. Normal load for PACE courses varies as recognized by the official course inventory of Hocking College as approved by the Ohio Board of Regents. Therefore, the PACE load may be all class hours and/or a combination of class and lab hours.

VI.F.2.j. 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, done with the cooperation of each coordinating instructor. 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.

VI.F.3.a. If the qualifications for a position change, the Bargaining Unit Employee shall be deemed qualified for the position if s/he has successfully performed in the position within three (3) years of the date of the change in qualifications.

VI.F.3.b. If the qualifications for a position change and more than three (3) years have elapsed since the Bargaining Unit Employee has successfully performed in the position, the Employee must submit documentation verifying ongoing or past relevant education, training, and/or professional development activities that establish s/he remains qualified to hold the position.

VI.F.3.c. In those instances in which external accrediting agencies mandate changes in qualifications, the three-year qualification provision in Article VI, Section 3, Item "a" above shall be suspended, and 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 quarter. For changes made during

the two weeks prior to the start of the quarter 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.

VI.F.4.b. Overload rate is 5.5% of quarterly salary per overload hour. An overload hour is total contact hours of overload divided by 11.

VI.F.4.c. 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 in order of seniority.

VI.F.4.d. Overload will not be paid for those faculty on less than 100% contracts, unless the additional assignment exceeds normal load for 100% contract faculty.

VI.F.4.e. Overload is normally limited by a total of 10 contact hours per week, 8 credit hours and/or 2 preparations per quarter, unless mutually agreed.

VI.F.4.f. All overload is voluntary.

VI.F.4.g. At the instructor's option, overload hours may be "banked" and used in a later quarter to achieve minimum load. Should the "banked" hours not be needed to make load during a later quarter, the instructor will be paid for the hour at the

Bargaining Unit Employee's rate of overload pay at the time earned. Banked hours will be: 1) paid or deferred for use in other quarters within the fiscal year, or 2) paid at the end of the fiscal year. With written approval from HC and HCEA, exceptions will be dealt with on an individual basis.

VI.F.5. Office Hours

VI.F.5.a. 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.5.b. Instructional staff working less than a 100% contract shall post and maintain a pro-rated number of hours per quarter based upon their percentage of a 100% contract.

VI.F.6. On Campus Presence Requirements

The academic year is divided into Fall, Winter, Spring, and Summer quarters, or Fall, Spring, and Summer semesters. A faculty Bargaining Unit Employee shall teach any three (3) of these four (4) quarters or any two (2) of these three (3) semesters and, unless otherwise scheduled, will be obligated to be on campus no more than 173 days during that period when divided into quarters, or 168 days when divided into semesters.

All Faculty Bargaining Unit Employees shall be available for duty from the official start of each quarter (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 quarter.

VI.F.6.b. Faculty Bargaining Unit Employees shall attend required school, unit, academic, 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 quarter.

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.G. Supplemental Contracts – Instruction

VI.G.1. Supplemental contracts include, but are not limited to: development of instructional material, special assignments, instruction during breaks or summer, workshops, seminars, modules, independent study and evening. However, these activities with the exception of summer instructional contracts and independent study may be included as a part of normal instructional load.

- VI.G.2.** Summer supplemental contract rate of pay is according to the pay scale for normal load for the succeeding year. Summer supplemental contracts will be offered to qualified faculty in order of seniority.
- VI.G.3.** Evening supplemental contracts will be paid as entered in Article VII, Section H. Evening supplemental contracts will be offered to qualified faculty on the basis of seniority. If mutually agreed upon by the faculty employee and administration, a faculty employee may elect to be paid on a per student basis rather than have a class which is significantly below breakeven be canceled. If the faculty employee does not agree to per student compensation, the class will be cancelled.
- VI.G.4.** Non-teaching supplemental contracts are individually offered by administration according to the needs of the institution.
- VI.G.5.** Independent study courses will be offered as supplemental contracts only and will not be included in regular load. No more than 20% of the class cap may be placed into an independent study section of a given class. Independent study supplemental contracts will be offered to qualified faculty on the basis of seniority.
- VI.G.5.a.** Independent study classes will be compensated on the basis of: 1) number of students, and 2) credit hours. Compensation will be the course credit hours times the number of students enrolled times the current tuition fee per credit hour.
- Example:
A faculty employee supervises an independent study for one student in a 3-credit class. Compensation would be: 3 credits x 1 student x current tuition rate.
- VI.G.6.** Combinations of supplemental and overload contracts are normally limited to a total of 10 contact hours per week, 8 -

redit hours and/or 2 preparations per quarter with the exception of summer contracts.

- VI.G.7.** All supplemental contracts are voluntary.
- VI.G.8.** The College will make information regarding instructional supplemental contracts available to Faculty Bargaining Unit Employees.
- VI.G.9.** A Faculty 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.G.10.** In the spirit of meeting customer needs for supplemental non-credit contracts, specific instructor requests from the customer will be honored. If no specific request is made, qualified faculty in order of seniority will be offered the class.

VI.H. On-Line Courses

VI.H.1. Web-based Course Development

- VI.H.1.a.** The developer of an online course will be paid according to level and rate of:

Level I – The developer will develop both content and the online website at a rate between \$750 - \$1000 per credit hour depending on the amount of development necessary to comply with Hocking's online course standards and guidelines.

Level II – The developer will develop the content for the course but will use technical support for development of and maintenance of the website. The developer will be paid at a rate between \$550 - \$750 per credit hour depending on the amount of development necessary to comply with Hocking's online course standards and guidelines.

Developers of levels I and II will pilot the course with three to five students and make necessary modifications.

The appropriate contract rate will be determined by the Vice President of Academic Affairs or designee and the academic supervisor.

In the case that a course falls between the two categories, the Vice President of Academic Affairs or designee and the academic supervisor will determine how much compensation is appropriate.

VI.H.1.b. To be eligible for a contract, the individual must have completed or be concurrently enrolled in a WebCT course and apply for the posted development contract.

VI.H.1.c. Contracts for web-based course development are offered first to qualified Bargaining Unit Employees in order of seniority.

VI.H.1.d. In the case of adaptation of commercially available online courses, the appropriate academic supervisor, in conjunction with the developer will make recommendations to the Vice President of Academic Affairs or designee who will determine whether and how much compensation is appropriate.

VI.H.2. Web-based Course Revision

VI.H.2.a. Minor revisions of course activities, assignments, and tests will be considered part of the teaching assignment and not subject to additional compensation. A developer will be paid \$500 per credit hour for major revisions of online courses. The appropriate academic supervisor in conjunction with the Vice President of Academic

Affairs or designee will determine the degree of revision necessary to be categorized as “major.”

VI.H.2.b. The appropriate academic supervisor, in conjunction with the developer, will recommend to the Vice President of Academic Affairs or designee appropriate rates of compensation for other levels of revision.

VI.H.3. Web-based Teaching Load and Responsibilities

Web-based courses may be assigned as part of faculty *normal load or an evening supplemental contract*. A Bargaining Unit Employee may accept or decline assignment to any specific online course assignment.

VI.H.4. Revision Rights

VI.H.4.a. The original developer, if qualified, will have the first right to update, edit or revise an online course. Each online course developer will have an obligation to revise the course as often as necessary to maintain academic standards.

VI.H.4.b. If the appropriate academic supervisor requests that revisions be made, but the developer does not make timely revisions; or the developer chooses not to make the revisions; or if the revisions do not maintain academic standards as defined by the appropriate academic supervisor; or, if the original developer is no longer interested in revising the course, the College may choose not to offer the course or may employ another person to revise the course.

VI.H.5. Teaching Rights

VI.H.5.a. Depending on receipt of satisfactory student and administrative evaluations, the developer of an online course will have first rights to teach the course. The appropriate academic supervisor

has the option of assigning additional people to teach the course as justified by student numbers. If the course developer leaves the institution, or in the case of RIF, the institution will treat the course like any other course.

VI.H.5.b. The appropriate academic supervisor, in conjunction with the developer of an online course, will determine whether components of the course may be used within other traditional or online courses.

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 by taking the instructor's nine-month salary and dividing it by 33 weeks. The salary per week is divided by 40 hours per week to obtain the standard hourly

rate. (e.g., \$33,000/33 weeks = \$1000/week,
\$1000/40 hours/week = \$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 arranged long term substitute coverage such coverage will be offered to available, qualified Bargaining Unit Employees who are not at 100% pay that quarter in order of seniority. If additional coverage is needed, such coverage will be offered to available, qualified Bargaining Unit Employees in order or seniority.

VI.I.4.c. 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 his/her overload rate of pay.

VI.J. Class Size

VI.J.1. The class size is determined by a consensus process between faculty and administration. In case of differing opinions, the final decision is the sole responsibility of administration.

VI.J.2. The optimum (the ideal number of students per class) and the maximum (total number of students per class) numbers will be determined by this process.

- VI.J.3.** The posted cap for scheduling of students will be the maximum number. Override of the maximum is the responsibility of administration; however, in so far as reasonable, faculty will be consulted when available.
- VI.J.4.** A blocking system is in place which limits the over-ride capability of individuals registering students. The blocking system shall be used in a manner which provides for the best and most appropriate educational setting.
- VI.J.5.** Academic Administrators are responsible for initiating the blocking process for courses within their unit, but faculty may provide input.

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

The number of assigned student academic advisees per fulltime Faculty Bargaining Unit Employee shall not exceed thirty (30). Each additional group of 1 to 30 assigned advisees will equate to one (1) hour of contact toward normal load. Faculty Bargaining Unit Employees may voluntarily accept additional advisees above 30 and may waive the aforementioned limit and load recognition.

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.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 Association board and 2) electronic mail. 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. All Bargaining Unit Employees on an approved Leave of Absence may request the Human Resources Office to send them, by mail, all postings. 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.

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 quarters (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 quarter, 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. The same rule applies to non-faculty employees if their normal workload falls below 32 hours per week.

VI.O.2. However, if the employee refuses such assignment, the salary will be reduced on a prorated basis.

VI.O.3. 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.4. 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 quarter to quarter, 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:

New Year's Day, January 1
Martin Luther King Day, 3rd Monday in January
Good Friday, as specified on calendar
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Veterans' Day, as specified on calendar
Thanksgiving Day, 4th Thursday in November
Friday following Thanksgiving
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 whose 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.S. Vacations – Non-Faculty and Faculty

Employees will receive vacation entitlement in accordance with the provisions of this Section.

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

VI.S.1.a. Accrual – Commencing with the second full month of employment, fulltime non-faculty employees will accrue paid vacation leave on a monthly basis pursuant to the following table:

<u>Completed Employment Years at HC</u>	<u>Monthly Accrual Rate</u>
0 – 16	1.67 days (20 days/yr.)
17 or more	2.08 days (25 days/yr.)

VI.S.1.b. Accumulation – The amount of accumulated vacation that a non-faculty employee may have

to his/her credit at any given time shall be limited to twenty-five (25) vacation days. Vacation accrued in excess of twenty-five (25) vacation days entitlement will be lost as part of the monthly accrual system. A cap of twenty-five (25) days of vacation accrual maximum exists for purpose of payoff at the time of retirement.

- VI.S.1.c.** Scheduling – Scheduling vacation will be on a unit basis. Such requests shall be submitted to the immediate supervisor (or designee). 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.d.** 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.e.** 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 work continuously during such period and then

draw pay as "vacation" 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, quarterly, 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.T.3. Within one (1) week following the midterm pay of the term, the College will provide the Association President a written account of all quarterly, part-time, and adjunct instructional employees under contract for that quarter.

VI.U. Parking

The College will secure and maintain from 7:00 a.m. to 5:00 p.m. Monday through Friday a combined designated staff lot of not less than one hundred sixty-five (165) spaces.

VI.V. Flex Time

Based on the business needs of the Unit a non-Faculty Bargaining Unit Employee may occasionally be scheduled to work more than eight (8) hours a day. The College shall give a minimum of twenty-four (24) hours 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 a 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.W. 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.W.1.** Grading scales and performance criteria are provided to the students in advance of assessment and/or evaluation activities;
- VI.W.2.** The assigned final grade accurately reflects student performance and is consistent with stated assessment criteria;
- VI.W.3.** Student performance on assessment and/or evaluation instruments is adequately documented.
- VI.W.4.** The instructor has satisfactorily fulfilled all of the obligations associated with the delivery of the course and the course materials.

VI.X. 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

- VII.A.1.** Effective September 20, 2010, Bargaining Unit Employees shall be placed on the FY 2011 salary scale, with a Bachelor's Step 0 salary of \$27,000, at their current step and degree level. Employees whose salaries have exceeded the FY 2010 scale are being placed on the FY 2011 salary scale on the step in their degree level which most closely approximates the individual's current salary without going over it. Effective July 1, 2011, Bargaining Unit Employees shall receive a salary increase by increasing the Bachelor's Step 0 salary to \$28,500 which adjusts all other salaries on the scale; July 1, 2012 Bachelor's Step 0 salary is \$29,575. No step advances will occur for the duration of this contract.
- VII.A.2.** The attached salary schedule shall be used for placement purposes. After a new employee's placement has been determined, salary increases will be as outlined in this provision.
- VII.A.3.** Placement of a new Bargaining Unit Employee on the salary schedule 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 three (3) full years (9-12 months) experience will equate to one step on the salary scale.
- VII.A.4.** 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.5.** 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.6.** Employees holding a Master's degree who 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.7.** 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, consideration shall be given to a two-step vertical salary adjustment based upon an individual review of such licensing/certification requirements. (e.g. an employee at Step 4 when approved would move to a Step 6) In those instances in which an employee is planning to use licensing and/or certification for movement on the pay scale, prior approval of the planned education, licensure, and/or certification by the Salary Adjustment Committee is mandatory.

- VII.A.8.** A Salary Adjustment Committee, comprised of the Vice President of Academic Affairs, the Human Resources Director (or their designees), a non-voting Faculty/Non-Faculty Bargaining Unit Employee knowledgeable in the licensing/certification area(s) under consideration, and two (2) representatives appointed by the HCEA (one [1] Non-Faculty Bargaining Unit and one [1] Faculty Bargaining Unit Employee), shall serve to evaluate employee requests for salary adjustment. All such requests shall be made in writing and shall include appropriate documentation to justify salary adjustment consideration.

The Committee shall review the licensing/certification requirements, training, activities, and other supporting information submitted by employees seeking salary adjustment. A majority vote of the committee shall determine the appropriate salary adjustment, if any. In all

instances, the burden of the proof to demonstrate salary advancement shall rest upon the employee applicant.

VII.A.9. Salary adjustments will be made upon completion of the approved education, licensure and/or certification and will be pro-rated if the licensing/certification completion and committee decision occurs at a time other than the beginning of the fiscal year.

VII.A.10. A negative vote by the Salary Adjustment Committee can be neither appealed nor grieved under the conditions of the Agreement.

VII.B. Pay Dates

VII.B.1. Employees who are employed on a nine-month contract may opt to receive regular pay on alternative Fridays for twenty (20) or for twenty-six (26) pays in a work year, except those years which require one (1) additional pay.

VII.B.2. In the fall of each year, the College will develop a listing of pay dates for supplemental evening and flex contracts for that academic year. Those established pay dates will apply to supplemental evening and flex contracts which are associated with payment at the midpoint of the quarter and at the end of the quarter.

Pay for overload contracts will be paid at the end of the quarter based on the pay date listing for supplemental evening contracts.

Pay for other supplemental contracts which run less than the entire quarter 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.B.3. Paychecks will be available for distribution on designated pay dates. Paychecks shall be distributed via either direct deposit, U.S. Mail, or employee pickup. In the case of

employee pickup, paychecks will be available from 8:00 a.m. through 4:00 p.m. on the designated pay dates at a location or locations designated by the College. At least one (1) such location will be at the Nelsonville campus. Paychecks will not be available prior to the designated pay date. Employees may alter their method of receipt any time during the academic year by notifying the College in writing. The College shall act upon this request within four (4) weeks of such notification.

VII.C. Emergency Closing

- VII.C.1.** Employees whose work is interrupted by an emergency closing, 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 closing, shall receive pay as though they had completed their work day.
- VII.C.3.** During the period of an emergency closing, 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 for an emergency closing, 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.

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 Web Advisor.

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

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 process a Payroll Inquiry Form. 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 may provide for electronic transfer of payroll to a bank of the Bargaining Unit Employee's choice upon his/her authorization. All new hires, as of the Effective Date of this Agreement, will be subject to mandatory direct deposit.

VII.H. Evening / Flex / On-Line Pay

Year	Associate	Bachelors	Masters	Specialist	PhD
2010-11	24.34	28.64	32.94	34.94	36.37
2011-12	25.70	30.23	34.76	36.88	38.39
2012-13	26.66	31.37	36.08	38.27	39.84

VII.I. Contracts

All Faculty and Non-Faculty Bargaining Unit Employee supplemental and overload contracts will be issued between the beginning of third week and the end of the fifth week of the beginning of the supplemental or overload contract work.

2010 – 2011 Professional Unit Scale					
Step	Associate	Bachelor	Master	Specialist	Doctoral
0	22950	27000	31050	32940	34290
1	23760	28080	32400	34290	35640
2	24570	29160	33750	35640	36990
3	25380	30240	35100	36990	38340
4	26190	31320	36450	38340	39690
5	27000	32400	37800	39690	41040
6	27810	33480	39150	41040	42390
7	28620	34560	40500	42390	43740
8	29430	35640	41850	43740	45090
9	30240	36720	43200	45090	46440
10	31050	37800	44550	46440	47790
11	31860	38880	45900	47790	49140
12	32670	39960	47250	49140	50490
13	33480	41040	48600	50490	51840
14	33480	41040	48600	50490	51840
15	34290	42120	49950	51840	53190
16	34290	42120	49950	51840	53190
17	34290	42120	49950	51840	53190
18	34290	42120	49950	51840	53190
19	34290	42120	49950	51840	53190
20	35100	43200	51300	53190	54540
21	35100	43200	51300	53190	54540
22	35100	43200	51300	53190	54540
23	35100	43200	51300	53190	54540
24	35100	43200	51300	53190	54540
25	35910	44280	52650	54540	55890
26	35910	44280	52650	54540	55890
27	36720	45360	54000	55890	57240
28	36720	45360	54000	55890	57240
29	36720	45360	54000	55890	57240

2011 – 2012 Professional Unit Scale					
Step	Associate	Bachelor	Master	Specialist	Doctoral
0	24225	28500	32775	34770	36195
1	25080	29640	34200	36195	37620
2	25935	30780	35625	37620	39045
3	26790	31920	37050	39045	40470
4	27645	33060	38475	40470	41895
5	28500	34200	39900	41895	43320
6	29355	35340	41325	43320	44745
7	30210	36480	42750	44745	46170
8	31065	37620	44175	46170	47595
9	31920	38760	45600	47595	49020
10	32775	39900	47025	49020	50445
11	33630	41040	48450	50445	51870
12	34485	42180	49875	51870	53295
13	35340	43320	51300	53295	54720
14	35340	43320	51300	53295	54720
15	36195	44460	52725	54720	56145
16	36195	44460	52725	54720	56145
17	36195	44460	52725	54720	56145
18	36195	44460	52725	54720	56145
19	36195	44460	52725	54720	56145
20	37050	45600	54150	56145	57570
21	37050	45600	54150	56145	57570
22	37050	45600	54150	56145	57570
23	37050	45600	54150	56145	57570
24	37050	45600	54150	56145	57570
25	37905	46740	55575	57570	58995
26	37905	46740	55575	57570	58995
27	38760	47880	57000	58995	60420
28	38760	47880	57000	58995	60420
29	38760	47880	57000	58995	60420

2012 – 2013 Professional Unit Scale					
Step	Associate	Bachelor	Master	Specialist	Doctoral
0	25139	29575	34011	36082	37560
1	26026	30758	35490	37560	39039
2	26913	31941	36969	39039	40518
3	27801	33124	38448	40518	41997
4	28688	34307	39926	41997	43475
5	29575	35490	41405	43475	44954
6	30462	36673	42884	44954	46433
7	31350	37856	44363	46433	47912
8	32237	39039	45841	47912	49390
9	33124	40222	47320	49390	50869
10	34011	41405	48799	50869	52348
11	34899	42588	50278	52348	53827
12	35786	43771	51756	53827	55305
13	36673	44954	53235	55305	56784
14	36673	44954	53235	55305	56784
15	37560	46137	54714	56784	58263
16	37560	46137	54714	56784	58263
17	37560	46137	54714	56784	58263
18	37560	46137	54714	56784	58263
19	37560	46137	54714	56784	58263
20	38448	47320	56193	58263	59742
21	38448	47320	56193	58263	59742
22	38448	47320	56193	58263	59742
23	38448	47320	56193	58263	59742
24	38448	47320	56193	58263	59742
25	39335	48503	57671	59742	61220
26	39335	48503	57671	59742	61220
27	40222	49686	59150	61220	62699
28	40222	49686	59150	61220	62699
29	40222	49686	59150	61220	62699

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, provided that employees utilize such programs for sufficient dollar amounts to justify their maintenance. An aggregate per pay deduction of \$100 or more is deemed a sufficient dollar amount.

Existing 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. United Appeal
- VIII.B.1.e. Insurance payments under this Agreement
- VIII.B.1.f. Christmas Club Programs and Vacation Savings
- VIII.B.1.g. College Endowment and Scholarship Programs
- VIII.B.1.h. U.S. Saving Bonds
- VIII.B.1.i. FCPE (Fund for Children and Public Education)
- VIII.B.1.j. HCEA Dues/Assessments
- VIII.B.1.k. Ohio Public Employee's Deferred Compensation
- VIII.B.1.l. Retirement System Credit Purchases
- VIII.B.1.m. Consumer Credit Counseling
- VIII.B.1.n. 125 Insurance Plan
- VIII.B.1.o. Habitat for Humanity
- VIII.B.1.p. Earth Share of Ohio

VIII.B.2. The College is not obliged to change the computer format of any existing programs or create any new deduction program. New additions to the "existing programs" list may be

considered a change of program format. If new deductions are requested, approval will not be considered unless a minimum of twelve (12) employees and a minimum deduction total of \$100 exists. [Employees shall have such rights to enroll in or withdraw from any of the above-listed programs as such enrollment provisions applied to each program on the initial date hereof.] If all employees discontinue deductions in an existing program, renewal of deductions will not resume unless the minimums stated above are met.

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 in equal amounts from each pay beginning with the first pay in October through the last pay in September for employees on 26 pay periods. Employees on 20 pay periods shall have dues and assessments deducted in equal amounts from each pay beginning with the first pay in October through the last pay in June. Said deductions will be for annual dues based on an Association membership year of November 1 through October 31.

VIII.C.1.b. The Association will provide the College's Vice President of Fiscal Operations, annually by

September 30, 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 October 31; 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 September 1 and October 31 will be cause for deductions to commence beginning the first pay in November and continuing in equal amounts for the remainder of the pays in that Association membership year.

- VIII.C.1.e.** Authorization forms submitted between November 1 and August 31 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 Association membership year.

- VIII.C.1.f.** An employee who is a member of the Association who resigns, takes an approved

unpaid leave of absence, is laid off, or otherwise is separated from active College employment, shall have the remaining unpaid annual dues and assessments for that membership year, if any, deducted from the last paycheck received, to the extent that such funds are available in that check.

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

IX.A.1. Hospital/Medical/Major Medical

IX.A.1.a. The Professional Bargaining Unit will move to one insurance plan instead of three. Deductibles will be \$400/\$1000 for Single/Family (Co-insurance \$2000/\$4000 Single/Family). HCEA will accept the \$20.00 co-pay, and then 100% coverage for services listed in the College's original proposal. Other services will be covered at 90% after deductible for one year. HCEA will pay 20% of the premiums.

(See Appendix A for Plan Details – Page 117)

IX.A.1.b. The Professional Bargaining Unit employees shall remain as a separate group within the insurance program.

IX.A.1.c. The College shall provide a 125 tax sheltered insurance program, which is available to all members of the Bargaining Unit.

IX.A.2. Vision Care

IX.A.2.a. The College will provide group Vision Care for employee(s) (based upon the three group Hospital/Medical/Major Medical insurance plans for employees).

IX.A.2.b. Employees shall have the option of selecting single coverage as follows:

- Plan 0: The College will pay 84% of the *monthly premiums for single coverage*;

- Plan 1: The College will pay 90% of the monthly premiums for single coverage;
- Plan 2: The College will pay 95% of the monthly premiums for single coverage.

IX.A.2.c. Employees shall have the option of selecting family coverage as follows:

- Plan 0: The College will pay 85% of the additional cost of such family coverage; but not more than \$14.78 per month per electing employee and the employee will pay the balance. Such maximum dollar amounts will be raised by an amount equal to 7% thereof each subsequent contract year.
- Plan 1: The College will pay 80% of the cost of such family coverage, and the employee will pay the balance.
- Plan 2: The College will pay the exact dollar amount as in Plan 1 of the cost of such family coverage, and the employee will pay the balance.

IX.A.2.d. The Professional Bargaining Unit employees shall remain as a separate group within the insurance program.

IX.A.3. Dental

The College will provide group dental insurance for employees.

The College will pay 100% of the monthly premium for single coverage. Employees shall have the option of selecting family coverage in which event the College will pay 85% of the excess cost of family coverage; but not more than \$52.56 per month per electing employee and the employee

will pay the balance. Such maximum dollar amounts will be raised by an amount equal to 7% thereof each subsequent calendar year.

IX.A.4. Life

Upon signing of this Agreement, the College will provide and pay for life insurance for each Bargaining Unit employee, which will provide a death benefit of \$75,000. This coverage will include accidental death and dismemberment riders.

IX.A.5. Insurance Coverage

The College may, at its discretion, change the carrier of such hospital, medical, major medical, dental and vision insurance, or any combination thereof, provided that the change of carrier does not reduce the level of benefits in place at the time of signing this Agreement, nor change the amount of employee payment for such level of benefits.

When changes occur in the dollar amount(s) of the above listed insurance(s), the College shall place in writing a detailed explanation of the calculations. The explanation shall include the total yearly amount of family coverage, single coverage, and the exact calculations used to indicate the amount deducted from each pay. This shall be sent to the Association President no later than seven (7) calendar days after appearing on the pay stubs.

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 quarter. All participants are responsible for any course fees required by the course to the extent that such fees are assessed for consumable supplies,

equipment or extraordinary items (e.g., liability insurance) relevant to class activities.

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 passing grade. 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 of the Human Resources administrator, 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 C- 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 (see Appendix B, Page 118).

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 quarter for undergraduate studies and \$750 per quarter 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) academic (faculty) or 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.B.3. 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 effected 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. Amounts are as follows: (See Appendix C – Page 120)

IX.B.3.a. Meals and Incidentals

The reimbursement rate for meals shall be a per diem rate of \$30.00. In circumstances that do not involve a full day, the rate is as follows:

Breakfast	-	\$ 6.00
Lunch	-	\$ 8.00
Dinner	-	\$16.00

IX.B.3.b. Lodging

In-State lodging in commercial establishments is authorized up to \$90.00 plus applicable taxes per individual per calendar day. Employees attending a work-related conference are authorized to stay in a conference hotel and will be reimbursed at the daily rate.

All requests for reimbursement for travel and lodging expenses (except travel by personal vehicle) shall be accompanied by original paid receipts. A canceled personal check is not considered an original paid receipt.

IX.B.3.c. Privately Owned Vehicle

Where the employee's travel is in a privately owned vehicle, reimbursement will be at the prevailing state reimbursement rate per mile for

mileage expenses incurred on College business. In no event will a College employee be reimbursed for mileage expense for commuting between home and a regularly assigned workstation.

IX.C. 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.C.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.C.2.** The "pick-up" percentage shall apply uniformly to all employees as a condition of employment.
- IX.C.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.C.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.D. 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.E. Staff Discount

Hocking College Bargaining Unit Employees will receive, when used for any cash purchase, a fifteen percent (15%) discount on sleeping rooms or casual dining, off the regular price of items purchased at the College Hotel/Restaurant. Special events such as wedding receptions are excluded. Cash purchases at the College Bookstore shall receive a twenty percent (20%) discount. Bargaining Unit Employees must present a valid staff ID to receive the discount. The discount does not apply to Hocking Hills Travel Agency purchases.

IX.F. Retirement Incentive

Bargaining Unit Employees who retire under their respective state retirement system are eligible for participation in the Retirement Incentive Program (See Appendix D). This provision will remain in effect until June 30, 2011. As of July 1, 2011, no new members may participate in this program. All employees participating in the program as of June 30, 2011 will be permitted to complete the terms of their agreement.

IX.G. Hocking College Recreation Center

Bargaining Unit Employees shall have unlimited access to the Recreation Center free of charge. On a per time basis, immediate family members will have unlimited access to the facilities for a \$5.00 charge for the immediate family member group.

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 four (4) quarters 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. Maternity Leave

Employees are granted leave during the period of temporary disability associated with childbirth, both prenatal and postpartum. Said leave, as such, is unpaid. An employee, however, may opt to utilize both available but unused sick leave and earned but unused vacation in order to extend income flow into or through such period. Requests for the use of sick leave for maternity purposes must be accompanied by a physician's statement certifying the anticipated delivery date. In the event of normal delivery, the entire duration of a maternity leave (regardless of income flow) may not exceed six weeks. The employee's regular position will be held available during such six-week period. Where there are medically certified complications associated with the pregnancy, the entire duration of such maternity's leave may not exceed twelve (12) months. Availability of the employee's regular position where the maternity leave exceeds six weeks is governed by Subsection X.B (FMLA).

X.A.6. Paternity Leave

The college practice is to grant two (2) consecutive weeks of paid leave from the date of birth or adoption, chargeable only in full days to available but unused sick leave and earned but unused vacation for the purposes of paternity or adoption leave. Availability of the employee's regular position where the paternity leave exceeds two weeks is governed by Subsection X.B. (FMLA)

X.A.7. Doctor's Certificate

- a. An employee who is absent on sick leave due to personal illness or injury or immediate family illness or injury may be required to present a doctor's certificate, stating the cause of the absence, when the absence exceeds five (5) work days.
- b. The College will not require such a certificate in the case of illness or injury of less than five (5) work days duration except in the case of employees who take sick leave in an amount which exceeds the norm of the College and only after the employee has been so notified in writing.
- c. 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.
- d. 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.8. Abuse of Sick Leave

An employee may be disciplined for abuse of sick leave. Such abuse may include falsification of documents, failure to provide a required doctor's excuse, and/or a pattern of absences which suggests abuse.

X.A.9. Unpaid Sick Leave

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

X.A.10. Extended Disability

When an employee has no accrued sick leave available during an extended illness, he/she may apply for and shall be granted a leave of absence without pay for disability beyond paid sick time accrued. 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. All such Disability 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 Family and Medical Leave Act (FMLA) and COBRA.

X.B. Family and Medical Leave Act

Eligible Bargaining Unit Employees shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The College shall grant such leave in accordance with the rules promulgated under that Act. Leaves granted under the Act shall be in addition to any paid leaves provided for in this contract. Any contractual unpaid leave shall be granted at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid family and medical leave shall be under the same terms as those provided for under the Family and Medical Leave Act.

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 four (4) personal leave days off with pay per calendar year for non-faculty staff and per academic year for faculty staff.

X.C.1. The employee need offer no explanation for utilizing such time off.

X.C.2. Two (2) full days used shall be charged against the employee's allowed paid personal days granted under this Agreement. Increments of up to two (2) additional such unexplained days off with pay shall be charged against the employee's sick leave accrual, if available.

X.C.3. To the extent possible, such personal leave days or increments thereof shall be scheduled in advance with the employee's immediate supervisor, or his/her designee. Notification of intent to utilize personal leave shall be communicated to the supervisor or his/her designee no fewer than three (3) work days prior to the personal days requested. The three (3) day prior notification requirement may be waived if mutually agreed upon by the supervisor and the employee.

X.C.4. To the extent possible, an employee will attempt to avoid utilizing personal leave at times of critical unit or institutional need, and will reasonably assist his/her supervisor in providing coverage and/or in providing meaningful educational activities for any students affected.

X.C.5. For every unused free personal day, the Bargaining Unit Employee will be credited one-half (1/2 day) for payment as additional severance upon retirement. This additional severance will be paid at the employee's full rate of pay at the time of retirement (not at the one-quarter [1/4] rate). There is a maximum of ten (10) days accrual for which a Bargaining Unit Employee will be paid. A Bargaining Unit Employee must indicate, when using a personal day, whether s/he is using a "free" or "chargeable" day.

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. The extended family is defined as spouse/life partner, child, mother, father, sister, brother, mother-in-law, father-in-law, as well as grandparents and

grandchildren or permanent residents of the employee's own household. In cases of death in the immediate family (spouse/life partner, child, mother, father, brother, and sister) 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. Employee Statement

Whenever an employee incurs time off which is to be charged against available sick leave pursuant to Sections A-D above, he/she promptly shall deliver to the College a signed statement explaining which such Section was applicable to the time used. Failure to file such a statement may result in disciplinary action. Falsification of statements may result in disciplinary action up to and including termination.

Each type of leave statement requires a date of expiration. Failure of any employee to renew the leave in a manner consistent with procedures described herein, and/or failure to return to work in three (3) working days after the leave's expiration date may result in disciplinary action including termination of said employee in accordance with Article XII.

X.F. Jury Duty and Subpoenaed Testimony

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

X.G. Temporary Military Leave

X.G.1. Training

Any employee who, as a reserve member of the armed forces or as a member of the Ohio National Guard, is called upon to receive temporary military training, shall be entitled to a leave of absence not to exceed thirty-one (31) working days in any one contract year, provided that such employee furnishes the College with evidence of the dates of departure and return at least sixty (60) calendar days prior to such departure, or when available, and evidence of satisfactory completion of such training upon such return.

X.G.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.

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

X.I.1. When an employee returns from a leave, or combination of leaves, within a twelve (12) week period, or an employee returns from paid sick leave, of any consecutive days duration; 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.

X.I.2. If during a 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.I.3. When an employee returns from a leave or combination of leaves after twelve (12) weeks, but less than a sixty (60) consecutive weeks period, (except if on paid sick 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 for which qualified, seniority permitting. If no position is available, the employee will be considered laid-off and placed on the recall list.

X.I.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.J. Worker's Compensation Leave and Pay

X.J.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.2. Employees on disability leave paid by Workers' Compensation will be considered on lay-off after sixty (60) weeks of absence. No benefits will be extended during the period of a disability leave. When able to return to work

fulltime, the employee will return to the same or a similar position, if available. All effects of the Workers' Compensation Law will be followed.

X.K. 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.

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.A.4.** An employee will be credited with seniority on a pro rata basis when his/her contract is less than 100%.
- XI.A.5.** An employee who has worked on quarterly contracts or in grant-funded positions prior to being issued a permanent contract shall, at the time s/he accepts such permanent contract and becomes a member of the Bargaining Unit, be credited with seniority years for the time worked in quarterly or grant-funded positions. If the year or years worked are on a quarterly or grant-funded contract of less than one hundred percent (100%), the seniority years will be credited on a pro rata basis.

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 Rule: Exception

Because both the College and the Association recognize the importance of encouraging and rewarding employee initiative, the following exception to the application of seniority shall apply:

XI.E.1. In those instances in which employees in the Bargaining Unit generate additional work through their own initiative, (e.g. recruit new student groups into courses or technologies; develop new technologies; develop courses or workshops that students takes beyond their normal curricular

requirements; etc.) then such employees, if qualified, shall be offered such work, whether as part of their normal work load or as a supplemental contract, before such work is offered to any other qualified employee.

XI.E.2. Additionally employees offered such work shall not be “bumped” from these work opportunities by a qualified employee with greater seniority for a period of three (3) years after the initial offering of said work or until the work is integrated into an ongoing, pre-existing instructional program, whichever occurs first.

XI.E.3. Work generated as a result of the normal job responsibilities of the employee and/or work which the employee was paid to generate (e.g. a course that the employee was asked to create; a course which an employee created a part of a reduced load or on a supplemental “development” contract) shall not qualify as “employee-generated work” and shall not qualify for the seniority rule exception delineated in this section.

XI.E.4. Disagreements about whether work is “employee-generated” and whether or not work qualifies for the seniority exception delineated above shall be resolved by a majority vote in the In-Term Bargaining Council. In the case of a tie vote, the work shall be deemed not to have been “employee-generated” and shall not qualify for the exception. The deciding vote of the In-Term Bargaining council cannot be grieved.

XI.F. Seniority List

Annually within forty-five (45) calendar days of the start of the academic year, 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.

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 *prior notification before any disciplinary action.*

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. Anything that does not constitute discipline is not subject to the procedural rights provided by this Article.

- XII.C.2.** Employees are expected to perform their duties and to follow College policies, procedures, rules and regulations. Failure to do so may result in discipline.
- XII.C.3.** The primary objective of disciplinary action is to correct or otherwise address poor performances, errors of judgment, misconduct or violations of College policies, procedures, rules and regulations.
- XII.C.4.** In instances of severe violations, or repeated violations, the College reserves the right to implement immediate discipline, up to and including suspension from employment.

XII.D. Disciplinary Appeals – Not Including Discharge

- XII.D.1.** Employees shall have the right to an appeal of disciplinary decisions and/or actions (excluding discharge) to the next higher administrator or supervisor in the chain of command, but no higher than the Provost/Senior Vice Presidential level. In instances in which the initial disciplinary decision has been made by the Provost/Vice President, there shall be no appeal process.
- XII.D.2.** Notice of appeal must be communicated by the employee, in writing, to the Provost/Vice President office within fourteen (14) calendar days of written notification of the disciplinary action/decision. Copies of the notice to appeal shall be forwarded, by the employee, to the supervisor who initiated the disciplinary action, the Human Resources Administrator, and the President of HCEA.
- XII.D.3.** The Provost/Vice President shall respond to the employee, in writing, within fourteen (14) calendar days of receipt of appeal. The reason(s) for sustaining or altering the disciplinary action shall be included in the written response. Copies of the written response shall be forwarded to the subordinate administrator, the Human Resources Administrator, and the President of HCEA.

XII.D.4. Disciplinary decisions are not grievable unless the process itself has not been followed or unless just cause has not been shown.

XII.E. Discharge

No employee shall be discharged prior to the holding of a discharge hearing. 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. If 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, the balance of the suspension shall be without pay; provided, however, that the employee may elect to proceed with the hearing without Association representation at any time. 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. Pre-termination 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. Records

Correspondence recording any disciplinary action shall be sent to the affected employee and to the Association President.

XII.F. Appeals

XII.F.1. Employees shall have the right to an appeal of disciplinary decisions and/or actions (excluding discharge) to the next higher administrator or supervisor in the chain of command, but no higher than the Provost/Senior Vice Presidential level. In instances in which the initial disciplinary decision has been made by the Provost/Senior Vice President, the appeal process shall be directed to the Human Resources Administrator.

XII.F.2. Notice of appeal must be communicated by the employee, in writing, to the administrator to whom the appeal is being

made within fourteen (14) calendar days of written notification of the disciplinary action/decision. Copies of the notice to appeal shall be forwarded, by the employee, to the supervisor who initiated the disciplinary action, the Human Resources Administrator, and the President of HCEA.

- XII.F.3.** The administrator to whom the employee appealed shall respond to the employee, in writing, within fourteen (14) calendar days of receipt of appeal. The reason(s) for sustaining or altering the disciplinary action shall be included in the written response. Copies of the written response shall be forwarded to the subordinate administrator, the Human Resources Administrator, and the President of HCEA.
- XII.F.4.** Disciplinary decisions are not grievable unless the process itself has not been followed or unless just cause has not been shown.

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.

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. 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 quarter 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 two (2) years. If an individual is not recalled within the above recall period, *he/she shall no longer retain recall rights.*

XIII.D.5. During the recall period, the Bargaining Unit Employee's salary step and advancement benefits shall cease, but shall be reinstated when recalled.

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. However, 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. At least two evaluations by the immediate supervisor must have been completed during each year; one in the first quarter and one by the end of the third quarter of the employee's employment year. 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 quarterly contract to 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. 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

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

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

XV.A.3.b. Evidence of at least three (3) years of successful full-time college teaching;

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

XV.A.4.b. Evidence of at least five (5) years of successful full-time college teaching;

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

XV.A.5.b. Evidence of at least seven (7) years of successful full-time college teaching;

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.

XV.C. Advancement Committee

The advancement committee shall be comprised of the Vice President of Academic Affairs or his/her designee, one other administrator appointed by the College, and three (3) Faculty Employees, each from a different school or organizational unit, elected annually by the Association. 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 or his/her designee shall chair the committee.

XV.D. 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 Advancement 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 Advancement Committee shall be the final arbiter of all initial classifications.

XV.E. 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 Advancement 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.F. Rank and Grievance

Neither the initial classification by the Advancement Committee, nor a recommendation of the Advancement 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 staff in academic and support matters.

XVI.B. Faculty and Non-Faculty Staff Involvement

XVI.B.1. The College welcomes and encourages recommendations regarding the fulfillment of the College's mission including recommendations on fundamental academic matters, and the professional support thereof, including, but not limited to: curriculum; academic advising; subject matter and methods of instruction; admission and graduation requirements; the academic calendar; institutional research; faculty status; the hiring of administrators, faculty and professional staff; the establishment of appropriate class size; and those aspects of student life which relate to the education process

XVI.B.2. The College shall, to the extent practical, seek faculty and/or professional staff 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 academic matters and the professional support thereof, 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 those instances in which professional staff recommendations are not implemented, the administration shall, in a reasonable and timely manner, communicate the reason(s) for rejecting the faculty/professional staff recommendations to the HCEA President or his/her designee.

- XVI.B.5.** Provisions delineated in Section B, numbers 2, 3, and 4 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 with the effective date of this contract. 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 including one representative from faculty and one representative for the non-faculty staff. 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

XVII.A.3.a. 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.b. 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.c. 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.

During the life of this Agreement, no right, privilege or benefit knowingly afforded employees or the Association by the College, in the form of a memorandum of understanding (MOU) signed by the employee/ Association and the College, will be reduced to a lesser degree than that afforded in such MOU unless such topic is specifically covered by this Agreement. Reliance by the Association or any employee on any such MOU shall be waived under this provision unless a copy of such MOU is provided to the College Human Resources Director by June 30, 2011. As of July 1, 2011, all MOU's / agreements not brought forward to the Director of Human Resources will be null and void. All future MOU's must be signed by the President of the College and the President of the HCEA.

HC and HCEA have agreed that the past practice of online classes having 75% of the traditional class be exempted from Maintenance of Standards. Both sides agreed to develop a team to create standards that are learner-centered and based upon best practices. This team will hear the rationale for how a course is defined regarding PACE, or non-PACE format and class size. The team will then make a recommendation to the Provost or his / her designee.

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 superceded 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 Human Resources Officer 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.

ARTICLE XIX

DURATION

This agreement shall commence on the Effective Date (which is the date the agreement is signed by all parties) and will remain in full force and effect until 12:00 midnight, June 30, 2013.

Unless specifically stated herein no items shall be implemented or enforced until the Effective Date.

In witness whereof, the parties have caused the due execution of this Agreement of this 1st day of July, 2010 at Nelsonville, Ohio.

For the Hocking College Education Association , OEA/NEA


Cheryl Mansky, President


Sarah Drinkard, OEA/NEA Representative

For Hocking College


Dr. Ron Erickson, President


Joe Murtha, Chairman, Board of Trustees

PROFESSIONAL BARGAINING UNIT EMPLOYEE ELECTION FORM
HEALTH AND VISION INSURANCE
MEDICAL MUTUAL OF OHIO
Section # w/o vision 030
Section # with vision 029

Name _____ SS# _____
(Please Print)

I elect the following insurance option under Medical Mutual of Ohio: (CHOOSE ONE**)

- | | |
|--|--------------------------|
| _____ Super Med Plus Single Without Vision | *\$400-\$2000-(90%/10%) |
| _____ Super Med Plus Single With Vision | *\$400-\$2000-(90%/10%) |
| _____ Super Med Plus Family Without Vision | *\$1000-\$4000-(90%/10%) |
| _____ Super Med Plus Family With Vision | *\$1000-\$4000-(90%/10%) |
| _____ SINGLE VISION ONLY | N/A |
| _____ FAMILY VISION ONLY | N/A |

_____ I choose to waive Medical Mutual of Ohio Health and Vision Insurance.

Signed _____ Date _____

OFFICE VISIT CO-PAYS

- \$20.00 Co-Pay, then 100% - Office Visit
- \$20.00 Co-Pay, then 100% - Urgent Care Facility Services
- \$20.00 Co-Pay, then 100% - Routine Physical Exam
- \$20.00 Co-Pay, then 100% - Well Child Care Services (limited to \$500 per benefit period)

*** = DEDUCTIBLE – CO-PAYMENT LIMIT – (PERCENTAGE OF REIMBURSEMENT) –**
Amounts reflect in-network limits of co-payment and percentage reimbursement. Out-of-network services are subject to higher dollar limits on co-payments and different reimbursement percentages.

****If you want split coverage, for example, single health with family vision, you must choose both the “single without vision” and the “family vision only” options.**

Appendix B

Ohio University and Hocking College Tuition Reciprocity Agreement Effective Fall Term 2000

This Tuition Reciprocity Agreement is hereby entered into between Ohio University and Hocking College for the purpose of providing a reciprocity agreement for a reduction in undergraduate and graduate tuition for eligible employees effective fall term, 2000. The provisions of this policy are the following:

- Full-time eligible Hocking College employees will receive a 100 percent reduction in the Ohio University instructional fee for undergraduate classes and a 30 percent reduction in the Ohio University instructional fee for graduate classes taken by students who are eligible to earn master's-level subsidy from Ohio Board of Regents. The Ohio University general fee, lab fees, and other miscellaneous fees will be the responsibility of the Hocking College employee. Part-time employees will receive the benefit prorated according to FTE. Hocking college will notify Ohio University of part-time eligibility status.
- Full-time eligible Ohio University employees will receive a 100 percent reduction in the Hocking College tuition fee. The Hocking College general service fee, lab fees, and other miscellaneous fees will be the responsibility of the Ohio University employee. Part-time employees will receive the benefit prorated according to FTE. Ohio University will notify Hocking College of part-time eligibility status. Ohio University employee eligibility requirements are detailed in Ohio University Policy and Procedure No. 40.015, Educational Benefits for Ohio University Employees, or the respective Bargaining Agreement.
- Courses must be taken for credit in order to be eligible for the reduction in tuition. Ohio University will determine the number of allowable courses that may be taken per quarter by Ohio University employees. Hocking College will determine the number of allowable courses that may be taken per quarter by Hocking College employees.
- This agreement does not guarantee admission to Hocking College or Ohio University. Employees of one of the two schools must be admitted to the other school in the normal course of its admissions process to be eligible for this program. This agreement does not guarantee availability of any particular course or class, and enrollment in any course is on a space-

available basis. Registration and assignment to classes will be made in the same manner as for all other Ohio University and Hocking College students.

- Ohio University and Hocking College reserve the right to limit benefits for specific or specialty programs.
- The Human Resources Department of Hocking College and the Human Resources Department of Ohio University will develop mutually agreeable procedures for administering the program.
- Both parties intend to explore the feasibility of extending an undergraduate tuition reduction benefit to dependents of employees at a later date. Both parties agree to exchange data, to the extent possible, that may support *the decision to implement this change in the future.*
- Both Ohio University and Hocking College agree (1) that this Tuition Reciprocity Agreement may be terminated upon written notice to the other party, allowing for any specific Ohio University or Hocking College employee to finish a particular quarter under this program, and (2) both parties will seek to cooperate in the mutually beneficial goals of this agreement.

This Tuition Reciprocity Agreement is hereby entered into this third day of July 2000 by the respective parties.

Appendix C

HOCKING COLLEGE COLLEGE APPROVED TRAVEL

The College follows very specific rules and guidelines for eligibility and travel approval.

Traveling in College business will occur when and if your job assignment requires travel as directed by your supervisor or may involve staff development workshops, seminars and conferences in which you seek pre-approval to attend. This is a discretionary decision by the department administrator based on budget availability. It is suggested that if you are traveling on college business, you check with your supervisor so that you follow proper departmental procedures and obtain and complete the Request for Professional Leave/Travel form. This form will serve as your request for reimbursement for allowable expenses after the activity is completed.

Below are the current reimbursement guidelines and amounts. **These amounts change periodically, so if you are not sure of the amounts, refer to the most recent collective bargaining agreement or contact the Fiscal Office.**

I. Hotel/Lodging Reimbursements:

Any projected or estimated lodging expense must include all applicable taxes and surcharges.

a. In-State

Per Policy

b. Out-of-State

In order to be reimbursed, amount requested must be within 15% of original estimate. (The President and/or the VP-Fiscal is empowered to override the 15% limit). Receipts are mandatory.

c. Out-of-Country

In order to be reimbursed, the amount requested must be within 15% of original estimate. (The President and/or the VP-Fiscal is empowered to override the 15% limit). Receipts are mandatory.

General Items Related to Lodging:

1. Room service and/or meals charged to room bills will be reimbursed as meal charges, not lodging charges.
2. College business, reasonable phone, fax, express mailing, etc. charges billed to room will be reimbursed fully.
3. Personal phone calls, movies and other personal Guest Services will not be reimbursed by the College.
4. The College will not prepay lodging expenses.

Reimbursement Rates:

In-State:

Up to \$90.00/day or conference hotel daily rate (+applicable taxes).
Receipt is mandatory.

Out-of-State/Out-of-Country

Reasonable rate/day (+applicable taxes). Receipt is mandatory.

II. Meal/Food Reimbursements:

Conditions:

One-Day Trip:		If Leave	In Return
Breakfast	\$6.00	Before 8:00 a.m.	Before 8:00 p.m.
Lunch	\$8.00	After 8:00 a.m. & Before Noon	After 8:00 p.m.
Dinner	\$16.00	After 8:00 a.m. & Before Noon	After 8:00 p.m.
All Day Per Diem:	\$30.00	Before 8:00 a.m.	After 8:00 p.m.

Multiple-Day Trip

Departure Day		If Leave	If Return
Breakfast	\$6.00	Before 8:00 a.m.	N/A
Lunch	\$8.00	After 8:00 a.m. & Before Noon	N/A
Dinner	\$16.00	After 8:00 a.m. & Before Noon	N/A
All Day Per Diem: \$30.00		Before 8:00 a.m.	After 8:00 p.m.

Return-Day Trip

		If Leave	If Return
Breakfast	\$6.00	N/A	Before 6:00 p.m.
Lunch	\$8.00	N/A	After 6:00 p.m.
Dinner	\$16.00	N/A	After 6:00 p.m.
All Day Per Diem: \$30.00		N/A	After 6:00 p.m.

Intervening Day(s):

		If Leave	If Return
Breakfast	\$6.00	N/A	N/A
Lunch	\$8.00	N/A	N/A
Dinner	\$16.00	N/A	N/A
All Day Per Diem: \$30.00		N/A	N/A

Notes:

1. No receipts needed
2. If any meal is included as part of a function, the equivalent meal is not reimbursable separately.

III. Mode of Travel Expenses:

1. Mode of travel must be pre-approved via Travel Request Form.
2. College owned vehicles must be traveler's first choice where reasonable.

NOTE: If personal vehicle is chosen for travel when College vehicle is available, traveler will be reimbursed only ½ of current mileage rate per

mile traveled (this rule is waived where outside funding sources support employee travel).

3. When mode options are available to the traveler, the most reasonable under the circumstances will be used as the basis for reimbursement.
4. In order to be reimbursable, all non-automobile (air, rail, etc.) travel will be booked via the College's Uniglobe Agency. An approved (appropriately signed) Professional Leave Form must be presented to the Uniglobe Travel Agency when booking travel.

IV. Car/Automobile Related Items:

1. College Owned Vehicles

- a. Must be traveler's first choice where reasonable.
- b. Employee will be reimbursed for fuel and other operational expenses with appropriate receipts.
- c. Vehicles will not be operated by non-College personnel.
- d. Non-College personnel will be transported in a College-owned vehicle only when related to College or function business (not personal business).
- e. Students may operate College vehicles only when on College business AND when pre-approved by a College administrative level employee.
- f. Vehicle may not be used for personal business.

2. Use Of Personal Vehicles

- a. College owned vehicles must be traveler's first choice where reasonable.
- b. If personal vehicle is chosen for travel when College vehicle is available, traveler will be $\frac{1}{2}$ of current mileage rate per mile traveled (this rule is waived where outside funding sources support employee travel).
- c. Employee will be reimbursed mileage only at the State rate per mile (see above), not for fuel or other operating expenses.
- d. Employee will be reimbursed for tolls and fees in addition to mileage with appropriate receipts.

3. Rental Vehicles

- a. The use of a rental vehicle for College business must be approved in advance.
- b. Rental vehicles are for College business needs only; personal use will not be covered or reimbursed by the College.

V. Conference/Seminar/Workshop Related Items

1. Pre-registration will be paid by the College when necessary (a P.O. or P.A. will be completed). Reimbursement for registration fee will require appropriate receipt.
2. Meals/food provided by the event will necessitate adjustment to per diem reimbursement.
3. Entertainment-related events or personal items will not be reimbursable.
4. Expenditures for retail items available for sale at an event must be pre-approved (or approved by appropriate supervisor via a phone call or similar methodology).
5. In order for payment to be processed in a timely manner, request for Professional Leave Form and Conference Registration Form should be submitted to the Fiscal Office three weeks in advance of registration deadline.

Appendix D

Retirement Incentive Policy Hocking College Effective through June 30, 2011 (See article IX.F.)

General

A College employee eligible for retirement under SERS/STRS and wishing to continue to work part-time, may elect to do so under the early retirement policy. In this event, an Early Retirement Agreement is signed by the employee, department head, dean, and appropriate vice president. The opportunity for a return to work for retired employees is limited to three (3) years. The employee shall give at least 30 days notice prior to the last day worked for retirement in order to be eligible for this benefit. An employee desiring to exercise this benefit must request in writing the forms from the fiscal office.

Duties

During early retirement, the employee shall be permitted to work the equivalent of one quarter (3-months) each academic year. The term(s) (Fall, Winter, Spring, and/or Summer) to be worked each year will be determined by an agreement with the employee and the College after discussion with his/her administrator and after consideration of the needs of the department. Non-Faculty employees shall be permitted to work the equivalent of three (3) months of a twelve (12) month year. Work for Non-faculty employees will also be determined on the needs of the department and discussed with the employee.

The College's offer counts toward fulfillment of its obligation whether the employee accepts or rejects it. The offer will be put in writing and the employee must sign as to his/her acceptance or rejection.

Leave

Retirees do not return with any accumulated vacation or sick leave. Upon returning under the retirement incentive plan, retirees do not accrue sick leave or vacation. Retirees will not be docked in pay for occasional (vs. extended) absence due to illness. When possible a retiree will be permitted to make up time lost due to illness.

Compensation

The standard arrangement will be that the employee works the equivalent of one quarter for one-fourth of the academic year salary. The salary amount will be determined according to the following pattern; initially, to determine the salary for the year after retirement, the employee's twelve-month salary for the last year of full-time employment will be used as a base. The appropriate part of that salary will be adjusted by the average percentage increase afforded employees as a whole. An adjustment based upon a similar procedure will be made annually. Financial arrangements for an employee working under this policy must be approved by the Vice President of Fiscal Operations.

Insurance

Beginning at retirement and continuing throughout the period of the employee's service, the College shall provide life insurance under the College's group policy for employees. The College shall provide the insurance for the total amount which the staff member would receive with full-time employment.

Special Arrangements

During any academic quarter when the employee is on duty, appropriate office space, use of facilities and similar prerequisites will be accorded the employee under this policy.

Retirement Incentive Agreement
Hocking College
Effective through June 30, 2011 (See article IX.F.)

Name: _____ Department _____

The Retirement Incentive Agreement supplements the Retirement Incentive Policy by specifying the dates and salary for the specific employee identified above. The Retirement Incentive Agreement and the Retirement Incentive Policy contain the entire agreement of the parties and supersede all prior understandings, oral or written with Hocking College.

In consideration of participating in the retirement incentive program, I agree to waive, release, and forever discharge Hocking College and all its agents and employees from any and all causes of action regarding any aspect of my employment with Hocking College under the Age Discrimination in Employment Act or any other federal, state, or local statute dealing with age discrimination in employment.

Retirement will begin _____(month), _____ (year). I agree to work the equivalent of one quarter per year for faculty or three (3) months per 12 month year for non-faculty for: 1) 3 years or, 2) until I opt to permanently retire from College service if less than three (3) years. The base year salary at retirement in _____ (year) will be \$_____. The salary at the date of retirement will be one-fourth of the base academic year salary plus a percentage increase determined in accordance with the Retirement Incentive Policy. Currently, the salary amount will be increased by the average percentage given the appropriate Bargaining Unit employees as a whole. The Vice President of Fiscal Operations must approve the salary arrangements.

By signing this Agreement, I acknowledge that I understand the details and terms of this Retirement Incentive Agreement, that my decision to sign it is voluntary, and that I am advised I may consult with an attorney prior to signing this document. I acknowledge that I have seven days from signing the Retirement Incentive Agreement in which to change my mind and revoke it. To revoke the Retirement Incentive Agreement, and fully retire, I will communicate that decision in writing to the Vice President of Fiscal Operations at Hocking College.

Voluntarily and Knowingly Agreed and Accepted as Specified Above:

Employee, Date

Department Director, Date

Vice President, Date

Treasurer, Date

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