

Support Staff Agreement

Between

Hocking Technical College

And

**Hocking Technical College
Education Association
OEA/NEA**

**July 1, 2015
Through
June 30, 2017**

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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:

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 “Part-time” or “Full-time” employee as hereinafter defined.

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.

Core Skills

The minimum basic abilities needed to perform the duties outlined in an employee’s job description.

Department

A subsection of a division in the organizational structure as illustrated in Appendix A of the Agreement

Division

The more comprehensive part of the organizational structure as illustrated in Appendix A of the Agreement

Emergency

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

Employee

An individual employed by the College who is a member of the bargaining unit encompassed by the Agreement. Only such individuals are covered by the Agreement.

Employee Contract Year

The number of days scheduled to work in a contract year.

Employment Year

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

Extended Family

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

Full-time Employee

An employee who is regularly scheduled to work thirty-two (32) or more hours per week for six (6) months or more in an Employment Year.

Immediate Family

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

Job Title

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

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 personnel administration.

Part-time Employee

An employee who is regularly scheduled to work twenty (20) or more hours per week (but not in excess of 31) for six (6) months or more in an Employment Year.

Pay Classification

Pay Classification is the wage schedule on which an employee's position is placed, as listed in Appendix C (i.e. Technical).

Professional Employee

(1) Any employee engaged in work (a) predominately intellectual, (b) involving the consistent exercise of discretion and judgment in its performance, and (c) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or similar institutions, as distinguished from a general academic education or from an apprenticeship; or (2) any employee, who (a) has completed the courses of specialized intellectual instruction; and , (b) is performing related work under the supervision of a professional person in order to qualify himself to become a professional employee.

Regular Rate of Pay

The rate of pay of an employee as stated in the Article VII – Pay Practices

Rolling Calendar Year

The immediately preceding 365 calendar days as of the current date

Seniority Year

For a full-time employee, each completed employment year shall result in being credited with one full year of seniority. For a part-time employee, each completed employment year shall result in being credited with that portion of a year of seniority, which is directly proportionate to the ratio of the part-time employee's regularly scheduled workweek as compared to a forty (40) hour base workweek.

Student

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 (50%) 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

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

Work Day

The regular College workday shall be for eight (8) continuous hours (with the exception of the meal break) and shall begin no earlier than 7:00 a.m. and end no later than 11:00 p.m.

Work Week

The workweek shall be any continuous five calendar day period of time that the employee is scheduled to work.

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 Union, 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 full-time and regular part-time, non-professional employees possessing a commonality of duties as listed in Appendix B.

I.C. Excluded

The Bargaining Unit shall exclude all managerial, confidential, supervisory, professional, student, temporary, casual, private contractor employees, instructing technicians, guards, and all grant-funded employees provided that: (1) such positions are not used to reduce or eliminate current Bargaining Unit positions, or, (2) any position that is or becomes partially funded through College funds and grant funds shall be included in the Bargaining Unit for a period of ninety (90) days following the termination of the grant in an effort to secure new grant monies. At the expiration of the ninety- (90) days, the exclusion terminates.

I.D. Benefits

All 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 the Agreement.

I.E. Memorandum of Understanding

- I.E.1.** The parties agree that non-instructing technicians who are part of the Bargaining Unit, shall remain a part of the Bargaining Unit despite the fact that they may, from time to time, assume instructional duties.
- I.E.2.** The parties to the Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the Bargaining Unit.

I.F. Unit Placement

- I.F.1.** During the life of this Agreement, positions included in the Bargaining Unit may change in job content to the degree or funding source or by legal definition that a likely community of interest no longer exists. In this event, at the request of either side, the parties shall meet to determine if the position should be removed. If the parties agree, then the position shall be removed. If the parties disagree, then the issue shall be submitted to expedited arbitration. The decision of the arbitrator shall be final.

Within ten (10) 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.

In the case of a position becoming grant-funded, such a change would be effectuated only upon the replacement of the present employee.

- I.F.2.** During the life of the Agreement, positions excluded from the Bargaining Unit may change in job content to the degree or funding source or by legal definition that a like community of interest exists and definitions are met as to full or part-time. In this event, at the request of either side, the parties shall meet to determine if the position shall be included in the Bargaining Unit. If the parties agree, then the position shall

be included. If the parties disagree, then the issue shall be submitted to expedited arbitration. The decision of the arbitrator shall be final.

Within ten (10) 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.F.3.** When a position is created that has not been previously included in or excluded from the Bargaining Unit; the parties shall meet to determine if the position is to be included or excluded. If the parties agree, then the position shall either be included or excluded. If the parties disagree, then the issue shall be submitted to expedited arbitration. The decision of the arbitrator shall be final.

Within ten (10) 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.F.4.** In making a decision as to inclusion or exclusion, the parties and the arbitrator shall be bound by the definitions outlined in this Article and the Glossary of Terms contained in this Agreement.
- I.F.5.** Salaries and other terms and conditions of employment for positions listed in #2 and #3 above shall be negotiated between the parties. If agreement is not reached, then the issue shall be submitted to the arbitrator in accordance with the provisions in this section.

Article II Management Rights

II.A. 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 Union except as specifically limited by the explicit provisions of this 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; including but not limited to the rights to sub-contract or sub-source duties or functions typically performed by employees covered by this agreement.

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 work force; 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.
- II.B.** The College is not required to bargain on subjects reserved to the management and direction of the College except as 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 an employee or the Union may raise a legitimate complaint or file a grievance based on this Agreement.

Article III Negotiations 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 at least sixty (60) calendar days prior to the expiration of this Agreement.
- III.A.2.** A request from the Union shall be sent to the President of the College or his/her designated representative. A request from the College shall be sent to the President of the Union.
- III.A.3.** If negotiations are conducted during working hours, release time with pay shall be provided for those participating employee members of the Union's negotiating committee who otherwise would be scheduled to work during such time; provided, however, in no event will the College be required to pay more than six (6) such employee participants in connection with any particular negotiating session.
- III.A.4.** Both parties agree to communicate information 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 alternative dispute settlement procedure shall replace O.R.C. 4117.14 (C) (2) through 4117. (D) (1) as provided under O.R.C. 4117 (C) (1) (f) in the negotiations for the successor contract.

In the event agreement is not reached after sixty (60) 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 Services (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 fourteen (14) calendar days or until the expiration date of the Contract, whichever is less.

O.R.C. 4117.14 (D) (2) and provisions thereafter shall then apply.

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

III.C. Printing of Agreement

Within thirty (30) days after this Agreement is signed, 200 copies shall be reproduced in an 8 1/2 " by 5 1/2" booklet by the College print shop. Material costs shall be shared jointly by the parties. The College shall give each employee included in the Bargaining Unit a copy of the booklet upon employment. The College shall notify the Union President of all new hires. All copies will contain a reproduction of the original Agreement's fully executed signature page. If additional copies are needed in order to be provided to such new employees, the cost thereof shall be borne jointly by the parties.

Article IV Grievance Procedure

IV.A. Definition

A grievance is a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

IV.B. Access

The Union or any member of the Bargaining Unit may file a grievance. The grievance procedure shall not be used for purposes of harassment.

IV.C. Representation

No organization other than the Union shall be permitted to represent any Bargaining Unit member in the grievance procedure.

IV.D. Withdrawal

A grievance may be withdrawn at any level without prejudice or record.

IV.E. Written Grievances

Except at Step I, all grievances shall be in writing and shall include the article and section of the Agreement allegedly violated, misinterpreted, or misapplied and the relief sought.

IV.F. Failure to Advance

Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.

IV.G. Failure to Answer

Any grievance not answered by the College within the time limits in that level may be appealed to the next level.

I.V.H. Records

All grievance records involving 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.

I.V.I. Reprisals

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

I.V.J. Lack of Authority

In the event the immediate supervisor asserts he/she does not have the authority to resolve the grievance. The Employee/Association shall notify the Human Resources Administrator so that an appropriate administrator can be identified to hear the grievance.

I.V.K. Union Grievance Representative

The grievant shall have the right of representation at all grievance hearings, including Step I; provided that there shall not be more than three (3) Union Grievance Representatives and the UniServe Consultant for the Bargaining Unit and the Union will designate their identity in writing delivered to the College at least seventy-two (72) hours prior to the Union Grievance Representative attempting to act as such hereunder.

I.V.L. Procedure

Step I: Informal

An employee grievant shall discuss the alleged grievance with his/her immediate supervisor within fourteen (14) calendar days after he/she knows or reasonably should have known of the alleged grievance. The supervisor must give an oral response to the grievant within ten (10) calendar days.

Step II: Supervisor

If the grievance is not resolved in Step I, the grievant shall, within fourteen (14) calendar days after the Step I meeting, file a written grievance with the appropriate immediate supervisor and the Union President. Said form shall include date of occurrence, statement of nature of grievance, provisions of this Agreement allegedly violated, misinterpreted or misapplied and the relief sought.

The immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) calendar days after receiving the grievance form.

Step III: President of College

If the grievant is not satisfied with the disposition of the immediate supervisor, he/she within fourteen (14) calendar days after receipt of such disposition, shall request a meeting with the President of the College or his/her designees to discuss the grievance. The meeting shall be held within ten (10) calendar days after the request is received.

Within ten (10) calendar days after the meeting, the President of the College, or his/her designees shall indicate, in writing, the disposition of the grievance.

Step IV: Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant (through the Union) shall, within fourteen (14) calendar days after the receipt of disposition, notify the President or his/her designees that the Union will appeal the decision to arbitration. Said notice shall be by certified mail with return receipt requested.
2. Within fourteen (14) calendar days following receipt of the request for arbitration by the College's President or his/her designees, the grievant or his/her designated representative shall 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 copy sent to all parties within thirty (30) calendar days after the hearing. 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 expenses of the arbitrator shall be paid as allocated among the respective parties by the arbitrator based upon his/her determination of the degree of fault as it relates to the instant grievance.

IV.M. Batching of Grievances

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

IV.N. Written Waiver

Grievance time line – may be extended due to legally scheduled holidays or days when College is closed on an emergency basis – but shall not be extended except by mutual, written agreement of the parties.

Article V Union Rights

The College grants the Union the following rights:

V.A. Facilities Usage

To use the College's unscheduled Lecture Hall, classrooms or meeting rooms for Bargaining Unit meetings upon notification to and permission from the Human Resources Administrator. 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 Union unless there is increased custodial or maintenance work beyond that required when no meeting is held. This provision does not apply to College facilities normally rented to the public, to the Student Center or student residential buildings.

The Bargaining Unit employees shall be provided a non-smoking of approximately 300 square feet, located in, or near, Light Hall or Oakley Hall.

V.B. Print Shop

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 public.

V.C. Campus Mail

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

V.D. Bulletin Board

To use a dedicated 48" x 72" bulletin board in the staff lounge, the same shall not be used for the purpose of publishing political information or information which is critical of the College, Administration, Board of Trustees, or other employees. The Union will be responsible for physically maintaining the bulletin board.

V.D. Office

To share, with the professional 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 building for conducting business involving the Union or employees. To furnish and equip such office (without damage thereto), including the installation (and maintenance) of private telephone service, all at the Union's sole expense.

V.F. Public Documents

V.F.1. To be provided, at no cost and upon written request of the Union President or his/her designee, public documents and data that are regularly and routinely prepared in the normal course of the College's business, which contain information relevant and necessary to the Union's handling of grievances or to the Union's collective bargaining of a successor to this Agreement. Such documents shall be provided no later than fourteen (14) calendar days from the request.

V.F.2. It is the intention of the College to provide the Union with data, in an on-going manner, that is relevant to the status of bargaining unit personnel, grant-funded and temporary/casual employees with a like community of interest. Human Resources will forward data to the Union President within fourteen (14) calendar days of such activities as new hires; length of probation; posting of non-bargaining unit positions; successful bidders; transfers in and out of the unit; salary and pay classification; etc. This data may be provided in summary form, prepared in a manner consistent with normal Human Resources practices. The Union President and members of Human Resources may meet periodically to discuss the need to add, modify or delete such data, so long as information requested is consistent with the Union's need-to-know and with Human Resources' need to operate in an efficient manner. This section shall not be construed to in any way restrict the Union's rights under section 194.43.O.R.C.

V.G. Trustee Agenda

To have provided to the Union President a copy of the Board of Trustee's meeting agenda at the same time members of the press are provided with a copy. The president of the Union may request a place on the agenda when desired in the same manner as any other member of the public.

V.H. Employee Meeting Agenda

To have the Union President request, in advance, a place on the agenda of any non-emergency, 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.I. Work Area Visitation

To have the Union President or designated officer visit unrestricted work areas during such officer's release time for Union business. The Union 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 Union Business Leave time has been received and the work area visitations do not exceed thirty (30) minutes in length in any one area/office.

V.J. Union Business

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

V.J.1. Assembly Leave

The President (or his/her substitute) and one employee will be granted permission to attend each of the two (2) OEA Representative Assemblies each contract year, provided that

each such Assembly not exceed two (2) working days off per attendee. No more than eight (8) total working days of paid release time per contract year will be granted by the College under this provision. Utilization of such Assembly Leave release time will require forty (40) working hours advance notice of the identity of proposed attendees and approval of the College's Human Resources administrator and, as to the non-President employee or any substitute for the President, also advance written approval of the Union's President. For any employee (including the President's substitute), other than the Union 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 Union'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.J.2. General Union Business Leave

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

- V.J.2.a.** Not more than two (2) individuals (including such President) may utilize such release time at any given time.
- V.J.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 Union Business Leave at the point in

time at which a total of two (2) hours has been accumulated.

V.J.2.c. Not more than ten (10) total working days (80 hours) of such paid release time may be used in any given contract quarter.

V.J.2.d. The immediate supervisor of the individual(s) involved will be provided with advance, written notice on the Union's intent to use such leave. Said notice will include identity of proposed individual, date of proposed use, increment to be used, proposed clock hours between which such increment would fall and the Union President's signature.

If such notice is received by the immediate supervisor more than twenty-four (24) 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 employee(s) at not premium pay to such reassigned 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 Union 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 before the proposed use, the granting or denial is at the discretion of the immediate supervisor of the individual(s) involved.

V.J.2.e. Where there is a desire for a properly designated individual to engage in General Union 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. If granted, the individual (if hourly) shall "clock out" while performing such business, which shall be on unpaid time and the employee shall be allowed to "make up" the work missed so that he/she receives a full pay for the week, provided that such make up work is performed at the time directed by the immediate supervisor, is within the same work week as the time off was taken and does not oblige the College to pay the individual any premium pay under the Overtime, Regular Work day or any other provision of this Agreement or the law.

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

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

V.J.3. Grievance Processing

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

V.J.3.a. When a designated grievance representative meets with an allegedly aggrieved 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 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 employee's free time, and the representative's free time as covered in General Union Business Leave (Article V, Section J. Item 2).

V.J.3.b. In the event the Union representatives have business with any 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 employee’s free time and the representative’s free time as covered in General Union Business Leave (Article V, Section J, Item 2).

V.J.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 Union Grievance Representative so authorized there under.

V.K. Probation Notice

New employees shall be notified in writing within seven (7) calendar days upon completion of their probationary period. Written notice shall be given to the Union President seven (7) calendar days prior to the completion thereof.

V.L. Probationary Rights

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

V.M. Telephone Directory

The College shall list, under an appropriate HCEA Support Staff 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. Equal Rights Clause

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the Bargaining Unit without regard to race, color, creed, religion, sex, age, national origin or handicap.

VI.B. Personnel Files

VI.B.1. There shall be one (1) personnel file for each 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. Personnel Records are considered public records under Ohio Revised Code 149.43. (Public Records Act) and as such are subject to review by the public. Any portions exempt under ORC 149.43 including, social security number, will be redacted with an explanation citing the appropriate legal authority for the redaction, access to personnel records will also be granted as authorized under ORC Section 1347.08. An employee shall be entitled to one copy of information in his/her file without cost, upon signed request. Upon any such request to view an employee's personnel file, the employee shall be notified of the date of such viewing and the name of the person making the request.

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

- VI.B.5.** Any item regarding the employee's work performance (including disciplinary actions) intended to become a part of the employee's file shall be reviewed by the author with the employee involved. Such employee shall be afforded the opportunity to file a written reply to any written reprimand.
- VI.B.6.** Each employee shall have the right to affix written attachments to any or all evaluations in his/her file.
- VI.B.7.** Any document lacking identification as to source shall be removed from the employee's file upon request. Any item determined to contain false information will be removed.
- VI.B.8.** An 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.C. Health and Safety

- VI.C.1.** 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.** In the case of an emergency, an employee may volunteer to work in an environment that is unsafe, provided that the employee complies with all safety and sanitation procedures pertaining to the environment.
- VI.C.3.** If an employee observes a hazardous condition of a facility and/or equipment, he/she must report the same immediately to the immediate supervisor and shall follow such oral report with a written memorandum as soon thereafter as possible. The College shall endeavor to correct any such noted hazard.
- VI.C.4.** The parties agree that it is the goal of the College and the Union 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.

- VI.C.5.** In order to assure Union 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 Union. In no event will the number of Union nominees appointed to such committee be less than two (2).
- VI.C.6.** 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 in order to provide College compliance with appropriate state and federal laws.
- VI.C.7.** The Committee shall meet at least once per quarter and a copy of the minutes of those meetings shall be sent to the Human Resources Office.
- VI.C.8.** When deemed appropriate by area supervisors, employees may undertake enrollment in safety-related coursework. If such coursework is only offered at times during which employees are scheduled to work, the employee shall remain on active pay status.
- VI.C.9.** Each area/departmental 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.10.** Employees may use any available College phone to report an accident or emergency.
- VI.C.11.** Any unsafe or hazardous actions knowingly performed by a College employee are subject to the disciplinary process as outlined in the Discipline and Discharge Article in this Agreement.

VI.D. Evaluation

- VI.D.1.** The purpose of evaluations is to improve an employee's performance and to provide definitive written records of an employee's performance.
- VI.D.2.** Prior to evaluation, the evaluation procedure shall be explained to the employee.
- VI.D.3.** Observations of the work performance of employees shall be conducted openly. All evaluations shall be reduced to writing. All evaluations will be done by the employee's supervisor who has the most knowledge of the employee's past work performance during the evaluation period.
- VI.D.4.** 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 department 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.D.5.** The employee shall sign the evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation, but will not necessarily indicate agreement with it. The College will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.
- VI.D.6.** An employee shall have the opportunity to attach a written reply, with appropriate supporting documentation, to any evaluation.

- VI.D.7.** The grading and comments, per se, of an evaluation by the appropriate supervisor are not grievable items, except when the evaluation process is not properly followed.
- VI.D.8.** All employees shall be evaluated at least once, but not more than three (3) times during an employment year.
- VI.D.9.** A standard evaluation form will be used throughout the College for Bargaining Unit members of the duration of the contract. A copy of the standardized form shall be placed in the appendices of this Agreement.
- VI.D.10.** An employee may insert any information in his/her personnel file he/she deems appropriate to reflect his/her professional activities.
- VI.D.11.** All information inserted in an employee file must contain the identity of the author. Any anonymous insertions will be withdrawn.

VI.F. Parking

The College will continue to maintain from 7:00 a.m. to 4:00 p.m. a designated staff lot of not less than one hundred sixty-five (165) spaces for the exclusive use of College staff, including employees covered by this Agreement.

VI.F. Temporary Transfer

The College may temporarily transfer an employee to another position for which the employee is qualified for a period of three hundred sixty-five (365) calendar days. Any Employee temporarily transferred shall:

- VI.F.1.** Continue to receive his/her regular rate of pay if the rate of pay in the new position is lower.

If an employee is temporarily transferred to a position outside of the Bargaining Unit for which he/she is qualified, he/she shall remain a member of the Bargaining Unit during the period of such temporary

transfer with all rights and privileges enjoyed by other bargaining unit employees.

No employee shall be temporarily transferred a second time until all other qualified employees of the same classification have been temporarily transferred. In no case shall an employee be arbitrarily, capriciously or punitively temporarily transferred.

VI.G. Involuntary Transfer

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

VI.H. Higher Class Pay

The College agrees to pay extra duty pay only if the employee is assigned and performs work in a higher pay classification for a period of no less than four (4) hours. When a Bargaining Unit member is asked to perform duties at a higher pay classification, the employee will be paid at a minimum of 120% of his/her regular rate of pay.

VI.I. Posting of Bargaining Unit Positions

When a new job within the Bargaining Unit is created or a vacancy within said department occurs, which the College intends to fill, the College shall post, by means of an all-staff email and website posting. The notice shall contain the title, the department involved, a brief job description, core skills, deadline to apply, "Pay Classification" and range of pay.

An employee who wishes to be considered for the posted job must file (or have on file) a current (updated) resume with the Human Resources office before the end of the posting period. All Bargaining Unit employees on layoff shall be sent the posting by email. It is the responsibility of the laid off employee to provide Human Resources with a current email address.

In situations in which the successful bidder (based on qualifications and performance, and where performance and qualifications are otherwise equal seniority shall be the determining factor) is clearly known, the College and the Union may jointly waive the posting requirements.

VI.J. Job Vacancies (Voluntary Transfer)

VI.J.1. General

A voluntary transfer is a permanent change in position. Employees typically initiate a voluntary transfer. No employee may utilize the voluntary transfer procedure to obtain a permanent change of position more frequently than once per period of twelve (12) consecutive months, unless otherwise mutually agreed by both the College and such employee.

VI.J.2. Request for Transfer

An employee interested in an open position must provide an updated resume to the Human Resources Office.

VI.J.3. Order of Filling Vacancies

VI.J.3.a. When an existing Bargaining Unit position, which the College desires to fill becomes vacant or a new such position is created, first consideration will be given to the employee(s) within the opening's department who have on file a current (updated) resume. The most senior qualified employee will be granted the

open position. Any resulting opening within the department shall be filled by repeating the above process until a final departmental vacancy exists.

VI.J.3.b. First consideration for the final departmental vacancy will be given to the employee(s) within the opening's division who have on file a current (updated) resume covering such opening. The most senior qualified employee will be granted the open position. Any resulting opening within the division will be filled by repeating first the departmental procedure (as to the department from which the successful employee came) and next the divisional procedure until a final divisional vacancy exists.

VI.J.3.c. First consideration for the final divisional vacancy will be given to employee(s) in the College's other divisions who have on file a current (updated) resume covering such opening. The most senior qualified employee will be granted the open position. Any resulting vacancy will be filled by repeating first the departmental procedure, next the divisional procedure and, lastly, the College-wide procedure until a final College vacancy exists, which shall be offered to the most senior qualified employee on layoff, if any. If such final College-wide vacancy is not taken by a person on layoff (or there are no such qualified employees), it shall be filled per the discretion of the College.

VI.J.3.d. Appendix A contains a listing of College divisions and departments, as they exist on the initial date of this Agreement. The College has the unrestricted right to expand, contract,

realign, increase, decrease, abolish, create, modify or change divisions or departments during the life of this Agreement provided that the College first must consult with the Union regarding such alteration before the proposed alteration will be deemed effective as to the Union or any allegedly adversely affected employee.

VI.J.3.e. Qualification Determination for Voluntary Transfers Skills requisite to job performances are the qualifications for a successful bidder to transfer within the Bargaining Unit. The following will be used for skill determination:

- Core criteria skill is listed on the bottom of each job description, under “minimum skill requirements.”
- If the senior bidder has worked in a similar job, and has completed probation given that core criteria minimum skills have been previously demonstrated, the bidder will be transferred without questioning qualifications.
- If, however, the bidder has not worked in a similar job and is the most senior bidder, Human Resources reserves the right to test the bidder, by test and/or demonstration to meet the minimum core criteria skill requirements. Failure to demonstrate minimum core criteria disqualifies the bidder.

VI.J.3.f. The successful bidder for the position shall be transferred to the new position full-time as soon as possible after s/he has been selected.

VI.J.3.g. Probation for Job Transferring

- The successful bidder is on probation for thirty (30) calendar days, commencing the first day in the position, an extendable period

by the immediate supervisor, to a maximum of thirty (30) additional calendar days. During the original probationary period, he/she will receive a written evaluation on the 15th and 30th day after starting the first day in the position.

- An employee may request a return and shall be granted such return to his/her previous position within twenty (20) working days after starting the new position by written notice to the Human Resources Office and the immediate supervisor. In the event the employee is unable to return to his/her prior position because such position has (1) been eliminated and/or; (2) is being staffed by a more senior qualified employee, said employee shall be transferred to a similar position; if vacant.
- At the end of the probation period, transferred employee(s) not completing probation or extension thereof, will be returned to his/her prior position or a similar position, if vacant. If no such vacancy exists, then the employee(s) shall displace the least senior Bargaining Unit member in a position for which he/she is qualified. Any displacement will conform to the Reduction in Forces procedure.
- At any time during the probationary period a Bargaining Unit member has the option of choosing voluntary layoff status.
- In the event the successful bidder vacates his/her position prior to the ending of the probationary period, the Voluntary Transfer procedure will be effectuated as though the successful bidder's Request for Transfer had not been tendered to Human Resources.

VI.J.4. Transfer Pay Classification Change

If a Bargaining Unit member utilizes the voluntary transfer procedure and such change results in a change in pay classification then the procedure outlined in Article XV.C.3 shall apply.

VI.K. Shift Bidding

Two employees of the same classification and in the same department who work different shifts and wish to exchange shifts on a permanent basis may do so with the consent of the department's immediate supervisor and the College's Human Resources administrator, which consent shall not be unreasonably withheld. No employee will be permitted to participate in more than one such voluntary shift exchange per period of twelve (12) consecutive months.

VI.L. Meal and Rest Breaks

- VI.L.1.** Each member of the Bargaining Unit shall have a scheduled, unpaid meal period of either an uninterrupted, consecutive thirty (30) minutes or an uninterrupted one (1) hour, depending upon the employee, department or work area, approximately in the middle of his/her daily shift. Employees who receive a one (1) hour meal period and who work in areas which must be staffed continually through the entire shift, may be assigned to "staggered" meal periods in order to provide continued staffing in the department or work area. In these situations, the immediate supervisor and employee(s) involved shall mutually agree to schedules.
- VI.L.2.** All employees shall have a fifteen (15) minute, paid rest period break before the meal period and a fifteen (15) minute, paid rest break after the meal period. Breaks will be scheduled by the immediate supervisor, but may not be within one (1) hour before or after the meal period unless the employee agrees.
- VI.L.3.** Meal and rest breaks may not be combined to occur at the end of the workday in order to allow employees to leave

earlier than their regularly scheduled ending work time. Rest breaks cannot be taken at the beginning or at the end of the employee's work shift.

VI.M. Work Week/Work Day

VI.M.1. The workweek shall be any continuous five calendar day period of time that the employee is scheduled to work.

VI.M.2. The regular College workday shall be for eight (8) continuous hours (with the exception of the meal break) and shall begin no earlier than 7:00 a.m. and end no later than 11:00 p.m.

VI.M.3.

When business conditions permit, supervision may allow employees limited leeway in scheduling starting and quitting times. "Flex time" refers to work schedules that differ from the norm to accommodate special circumstances. Employees must obtain approval by their supervisor and schedule flextime in advance. Variations from the agreed upon schedule in a special situation must be authorized by the supervisor, just as is the case for associates on a standard work schedule. Flextime may not be used to cover occurrences of tardiness. College schedules may take precedent over employee convenience at any time. The College retains the right to cancel flex schedules and require employees on flextime to work standard hours. Flex time is not subject to premium pay or grievance.

VI.N. Job Descriptions

VI.N.1. The College shall provide each employee with a copy of his or her job description.

VI.N.2. Whenever a significant change occurs in the description of any such job, the College agrees to provide the Union with a copy of the new job description.

VI.N.3. If during the life of this agreement there is a demonstrated need to change the core skills of any position then the College may do so provided:

VI.N.3.a. In the event that a position becomes vacant for which the core skills were changed, then for a period of four (4) months from the change, the new core skills shall not bar an existing Bargaining Unit member who would have otherwise qualified under the previous core skills for the position.

VI.N.3.b. In the event of a reduction in force (RIF), shall not bar an existing Bargaining Unit member from bumping into any core skills changed less than 4 months prior to the reduction in force (RIF) announcement a position for which he/she would otherwise have been qualified under the previous core skills.

VI.N.4. All language that refers to “Other Duties as Assigned” shall be rephrased to read “Other Job Related Duties as Assigned” in all Bargaining Unit job descriptions.

VI.O. Off/On Campus Assignments

VI.O.1. Employees shall be reimbursed for actual expenses incurred, including meals, lodging, transportation and related costs up to the amounts allowed.

VI.O.2. Any request for reimbursement must be accompanied by original, paid receipts documenting payment of amounts claimed, except mileage. Cancelled checks will not be considered original, paid receipts.

VI.O.3.

In the event off/on campus travel causes the employee to accumulate more than forty (40) hours during the subject work week, the College shall pay overtime both pursuant to Article VII, Section D, for the hours in excess of forty (40).

VI.P. Holidays

The College observes the following paid holidays:

- VI.P.1.** New Year's Day, January 1
- VI.P.2.** Martin Luther King Day, 3rd Monday in January
- VI.P.3.** Memorial Day, last Monday in May
- VI.P.4.** Independence Day, July 4th
- VI.P.5.** Labor Day, 1st Monday in September
- VI.P.6.** Veteran's Day, November 11
- VI.P.7.** Thanksgiving Day, 4th Thursday in November
- VI.P.8.** The Friday following Thanksgiving
- VI.P.9.** Christmas Day, December 25th
- VI.P.10.** Good Friday

Holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on the following Monday. A paid holiday begins and ends according to the employee's normal work hours.

Any employee whose normally scheduled work week includes Saturday or Sunday and a holiday falls on one of those two days, will observe the actual date of the holiday, instead of the holiday observed by the rest of the College. However, the employee may work the normally scheduled Saturday or Sunday, at the normal rate of pay and observe the holiday on the next scheduled workday, or by mutual agreement with the supervisor, within fourteen calendar days.

- When a holiday falls on an employee's normally scheduled day off, the employee will observe the holiday on the next scheduled workday, or by mutual agreement with the supervisor, within fourteen calendar days.
- An employee required to work on a holiday will receive regular pay for the holiday, plus be paid the normal rate for hours worked. An

employee required to work will receive a minimum of two hours of holiday pay.

- In order to qualify for receipt of holiday pay, the employee must work his/her scheduled shift immediately preceding and immediately following the holiday unless (1) he/she has been expressly excused by the College; or, (2) he/she is utilizing a paid leave provided by the Agreement.
- 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.
- Unless an emergency exists, all Bargaining Unit employees scheduled to work on either Christmas Eve shall be released four (4) hours earlier, 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 employee will be scheduled to work beyond 5:00 p.m.

VI.Q. Vacations

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

VI.Q.1. Fulltime Employees

Commencing with the first full month of employment, fulltime employees will accrue paid vacation leave on a monthly basis pursuant to the following table:

<u>Completed Years</u>	<u>Monthly Accrual Rate</u>
0 – 6	.84 day (2 weeks)
7 – 12	1.25 days (3 weeks)
13-19	1.67 days (4 weeks)

20 or more

2.08 days (5 weeks)

VI.Q.2. Part-time Employees

Commencing with the first full month of employment, a part-time employee will accrue paid vacation leave on a monthly basis in an amount, which is proportionate to the part-time employee's regularly scheduled weekly working hours as compared to a forty-hour (40) workweek. Such percentage shall be applied to the relevant line of the above table, depending upon the part-time employee's completed employment years.

VI.Q.3. Accumulation

The amount of accumulated vacation that an employee, whether full-time or part-time, may have to his/her credit at any given time shall be determined pursuant to the College's Vacation Carry-Forward Policy.

VI.Q.4. Scheduling

Vacation scheduling will be on a departmental basis. Normally, only one employee per department may be on vacation. Requests shall be submitted to the immediate supervisor. The supervisor may post, within the department, a calendar, which reflects vacation days approved.

VI.Q.4.a. Priority Vacation Scheduling by Seniority – Priority vacation scheduling with respect to seniority will be conducted in November of each year for the following calendar year (January through December). Employees who wish to use their seniority for priority scheduling of vacation must submit their request to their supervisor no earlier than the first Monday of November and no later than eleven (11) calendar days thereafter. (See dates below).

If, during such initial submission period, conflicting leave dates are requested by two or more employees, the conflicts shall be resolved in favor of the employee (or, where simultaneous leaves are permissible, the permitted number of employees) with the greatest respective seniority.

If an employee is denied his/her desired date(s), he/she may submit a request for alternate dates no earlier than the third Monday of November and no later than eleven (11) calendar days thereafter. (See dates below) Again, seniority shall prevail where conflicts occur or are created by such procedure.

The leave dates, prioritized by seniority, as requested as of the end of the time period for the alternate submission shall be deemed to be the department's committed vacation schedule for the calendar year. Any request received after such time, whether the employee's initial submission or a request for alternate dates, shall be accommodated strictly on date availability and first-come, first-served basis.

<u>Calendar Year</u>	<u>First Submission</u>	<u>Alternate Submission</u>
Jan – Dec 2009	11/03/08 to 11/14/08	11/17/08 to 11/28/08
Jan – Dec 2010	11/02/09 to 11/13/09	11/16/09 to 11/27/09
Jan – Dec 2011	11/01/10 to 11/12/10	11/15/10 to 11/26/10

VI.Q.4.b. Non-Priority Vacation Scheduling – Any request received outside of the time period for Priority Vacation Scheduling by Seniority (dates listed above) shall be accommodated strictly on date availability and first-come, first-served basis.

The immediate supervisor will have seven (7) calendar days from the date of submission of the request to notify the employee in writing that the requested dates have been granted or denied.

VI.Q.5. Emergency Cancellation

The College may cancel an employee's previously scheduled vacation leave where emergency circumstances so required. If the College does so, however, it will be obliged to make the employee whole.

VI.Q.5.a College Closure

When the College declares an official closure of the College for Winter break and Spring Break, Support Staff will be paid to be off work during the closure. Support staff will be paid their normal rate of pay during the closure and will not be required to use their personal, vacation or unpaid leave for the time of the closure.

VI.Q.6 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, not during the months off. For example, an employee who regularly is scheduled to work continuous during such a period and then draw pay as "vacation" for any time falling between June 1- August 31, absent the College's prior agreement.

VI.R. Student Employee Assignment

VI.R.1. Employees who the College assigns to work with students may request and will be provided with the available information pertinent to the student's abilities, including physical and mental health conditions, to the extent such may impact upon the student's work performance.

VI.R.2. The duties of Bargaining Unit members related to student employees assigned to their work areas shall be limited to: training, assigning and prioritizing tasks, monitoring, reporting performance issues to supervisors, scheduling hours of work and verify and approve timesheets. If the employee responsible for verifying time sheets is absent, an alternate will be appointed for verifying time sheets during the employee's absence.

VI.R.3. Career guidance and psychological counseling shall be provided only by professional staff members who are trained to and assigned to work in such areas.

VI.S. Right to Representation

Employees have the right to have a Union representative present at any meeting initiated by management in which matters pertaining to discipline of the employee or the impact of this Agreement on the employee are to be discussed.

VI.T. Placement/Unit Protection

VI.T.1. Unit

During the term of this Agreement, there shall not be any reduction or deletion of Bargaining Unit positions 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 student, casual or temporary employees for Bargaining Unit work.

VI.T.1.c. The College may subcontract bargaining unit work provided that no more than ten (10) bargaining unit positions are eliminated as a result of such subcontract(s) during the term of this Agreement. Such subcontracting shall be subject to the following process:

1. The College shall notify the Union in writing at least ninety (90) calendar days prior to the effective date of any subcontract and provide written rationale for such action to the Union President with a copy to the College's Board of Trustees;
2. The College shall provide the opportunity for the Union to meet with the College before execution of any subcontract; and
3. The College shall encourage any subcontractor to consider employment of College employees whose college employment is ended due to such subcontract.

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.2.b. The division of an existing full-time employee's current position into one or more part-time positions, absent such employee's consent.

VI.U. Temporary Shift Change

An employee's shift may not be temporarily changed from his/her regularly scheduled shift more than once in any given workweek. Such single change need not be limited to one workday within the workweek. If a temporary change is to occur, the employee must be given at least twenty-four (24) hours' notice prior to the commencement of his/her regularly scheduled shift.

VI.V. Travel Reimbursement

Where the College requires a Bargaining Unit member 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, amounts as follows:

VI.V.1. 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

VI.V.2. 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 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 cancelled personal check is not considered an original paid receipt.

VI.V.3. 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 determined at the beginning of each fiscal year for mileage expenses incurred to College business. In no event will a College employee be reimbursed for mileage expenses for commuting between home and a regularly assigned workstation. If a personal vehicle is chosen for travel when a College vehicle is available, the traveler will be reimbursed one half (1/2) of the current mileage rate per mile traveled. This rule is waived where outside funding sources support employee travel.

VI.W. Supplemental Contracts

The College agrees to establish a "pool" of Support Staff Bargaining Unit employees who are interested in working on Temporary/Casual contracts for short periods of time performing work activities not included in Bargaining Unit Member's "regular" job descriptions (e.g., mowing, snow removal, housekeeping, etc.).

The College has the exclusive right to establish hourly rates specific to these positions and not in line with the Bargaining Unit pay scale. Hours worked in these positions are subject to the calculation of hours for overtime, comp time, etc. The awarding of these contracts is strictly College prerogative and is not grievable.

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Article VII Pay Practices

VII.A. Wages

In calculating the salary “step” upon which a new employee is placed, the College equates three (3) years of prior, directly related experience to one “step” on the appropriate salary scale (e.g. 0, 1, 2 years of experience = Step 1, 3, 4 or 5 years of experience = Step 2; etc.). The College is solely responsible for determining whether or not experience is related to the position for which someone is being hired.

VII.C. Wage Increases

VII.C.1. Normal annual wages shall become effective with the first pay of the new contract year. To qualify for an annual wage increase, an employee must have been employed for twelve (12) weeks or more in preceding contract year.

VII.C.2. An employee, who is transferred or reassigned to a different pay, classification, shall have such adjustment made effective on the first day worked in the new position.

VII.D. Overtime Pay/Premium Pay

VII.D.1. Overtime Pay

An employee working more than forty (40) hours per week, between 12:01 a.m. Sunday and 12:00 midnight the following Saturday, shall be paid 1.5 of his/her regular hourly pay rate for the hours in excess of forty (40). No employee shall work overtime unless authorized to do so by the immediate supervisor or some higher-level administrator of the College.

For purposes of calculating overtime pay, comp time, and holidays are considered “time worked” during the 40-hour workweek. Vacation, sick leave, personal days and non-contract time are not considered “time worked.”

VII.D.2. Premium Pay

VII.D.2.a. Outside of Regular Hours

An employee required to work hours before or after the regular College workday as defined in this Agreement shall be paid 1.25 of his/her regular rate of pay. No employee shall work outside of regular hours and be paid therefore without express authorization from College.

VII.D.2.b. Call-In Pay

An employee required to report to work outside of his/her normal work hours shall be paid a minimum of his/her hourly pay rate for two (2) hours. All call-in work in excess of the first two (2) hours shall be compensated at 1.5 times regular rate.

VII.D.2.c. Break Pay

If an employee is required to work twelve (12) or more hours on any workday, then, in addition to his/her normal eight (8) hour shift unpaid meal break, he/she shall be given a paid break of thirty (30) minutes which may be scheduled at the end of the workday by mutual agreement of the employee and immediate supervisor; otherwise, such paid break shall be given at approximately the end of the tenth (10th) work hour.

VII.D.2.d. Worker’s Compensation Pay

In the event an employee is disabled from working due to an industrial 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 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.

VII.D.3. Reporting Pay

An employee required to report to work and who does so report shall be paid a minimum of four (4) hours pay for that workday, even if work is cancelled for that day.

VII.D.4. Overtime Scheduling

VII.D.4.a. Notice

Overtime work shall be scheduled with at least four (4) hours advance notice, except in emergencies.

VII.D.4.b. Bidding

- Overtime bidding shall be done on a rotational basis when possible, according to seniority as defined in Article XI of this Agreement. Bidding shall be within job classification and department. The bidder must be qualified to perform the overtime work available.

- If the most senior employee on the bidding list declines an offer to overtime work, his/her name shall rotate to the bottom of the bidding list.
- If all bidders decline the overtime work, the work may be assigned to and shall be performed by the least senior qualified employees.

VII.D.5. Compensatory Time Off

- VII.D.5.a.** On the effective date of this Agreement, all compensatory time accounts accrued under any prior agreements shall be reduced to zero and employees shall be paid for all accrued compensatory time.
- VII.d.5.b.** During this Agreement and subject to all limitations of this Section VII.D.5, a bargaining unit employee may request compensatory time in lieu of overtime compensation, provided such request is timely made on the timesheet for the week in which the work was performed.
- VII.D.5.c.** Compensatory time shall accrue at the rate of one and one half (1.5) hours of paid leave at the regular hourly rate for each hour worked in excess of forty (40) in any work week.
- VII.D.5.d.** Use of accrued compensatory time shall be scheduled with the approval of the supervisor on a first-come, first-served basis. The College reserves the right to deny any requested use of compensatory time in its sole discretion in order to insure the delivery of College services.

VII.D.5.e. No employee may accumulate more than twenty-four (24) hours of compensatory time. There shall be no rollover of compensatory time from year to year and all accrued and unused compensatory time shall be paid in full on June 30 of each year.

VII.D.5.f. Compensatory time, calculations and maintenance of records are kept by the Human Resources Office.

VII.D.5.g. This section shall be applied uniformly to all members of the Bargaining Unit.

VII.E. Pay Dates

Employees shall receive regular pay on alternate Fridays, for twenty-six (26) pays in a work year.

VII.F. Emergency Closing

When the College closes due to an emergency, pay for members of the Bargaining Unit shall be determined as follows:

VII.F.1. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive pay as though they had completed their scheduled hours.

VII.F.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 scheduled shift.

VII.F.3. During the period of an emergency closing, the College will not require any employee to work who is on sick leave.

VII.F.4. If the College requires an employee to report to work for an emergency closing who is on vacation, the College will make them whole for any and all losses.

VII.G. Pay Check Stubs

The paycheck stub shall be maintained as follows:

VII.G.1. Vacation accumulation and sick leave accumulation shall be available for view on Web Advisor.

VII.H. Timesheets

If the timesheet is changed, anytime, after it is signed by the employee, a copy of the modified timesheet must be given to the employee, with the change identified and reason(s) for the change(s) clearly stated and the identity of the person making the change clearly indicated, within seven (7) calendar days of the change.

Signed timesheets are due to the Human Resources Office by 10:00 a.m. every Monday. On Monday holidays, timesheets are due by 2:00 p.m. on the preceding Friday with the exception of employees who work the holiday weekend.

VII.I. 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 ten (10) 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.J. Direct Deposit

The College may provide electronic transfer of payroll to a bank of the Bargaining Unit employee's choice upon his/her authorization. Employees hired after July 1, 2002 will be subject to mandatory direct deposit.

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 Programs
- VIII.B.1.g.** College Endowment and Scholarship Program
- 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 Employees Deferred Compensation
- VIII.B.1.l.** Retirement System Credit Purchasing
- 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 during the life of this Agreement. 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 exist. 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 minimum stated above requirements are met.

VIII.B.3. Transmittal and Procedure

VIII.B.3.a. Deductions authorized under this 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 fifteen (15) calendar days after distribution of the pay from which deducted.

VIII.C. Union Dues and Assessments

VIII.C.1. The College shall make payroll deductions for Union dues and assessments in accordance with the provisions of this subsection.

VIII.C.1.a. Annual Union dues and assessment deductions shall be deducted in equal amounts from each pay beginning with the first pay in September through the last pay in August. Said deductions will be for annual dues based on a Union membership year of September 1 through August 31.

VIII.C.1.b. The Union will provide the College's Vice President of Fiscal Operations, annually by August 31, the forthcoming membership year's schedule of Union 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 Union dues deduction authorization form.

Such authorization will continue annually thereafter unless the signatory revokes it using a Union-provided revocation form, which form is submitted to the College by the signatory during the annual thirty (30) calendar day withdrawal period ending August 31; provided, however, that if the employee asserts that official, Union-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 Union President.

VIII.C.1.d. Authorization forms submitted between July 1 and August 31 will be cause for deductions to commence beginning the first pay in September and continuing in equal amounts for the remainder of the pays in that Union membership year.

VIII.C.1.e. Authorization forms submitted between September 1 and June 30, will be cause for deductions to commence beginning the first pay after receipt of said form and continuing in equal amounts for the remainder of the pays in that Union membership year. The union will submit a form to fiscal which will reflect the amount owed for the remainder of the Union

membership year. The employee will not be held responsible for payment of any dues owed prior to the date on the form.

- VIII.C.1.f.** An employee 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 Union Dues and Assessments

- VIII.C.2.a.** The College agrees to transmit deducted dues and assessments to the Union, accompanied with a list including the employees' 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 Union monthly, within 15 calendar days after the last pay date in the preceding month.

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

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

- VIII.C.3.a.** The College shall give a ten (10) working day, written notice to the Union President or representative of any claim made or action filed against the College for which indemnification may be claimed.

- VIII.C.3.b.** The Union shall reserve the right to designate counsel to represent and defend the College.
- VIII.C.3.c.** The College shall: give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding; permit the Union or its affiliates to intervene as a party if it or they so desire; and, not oppose the Union'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 provision 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

The College will provide one option for Hospital/Medical/Major Medical insurance.

Employees may enroll in the Health Savings Plan (HSA) beginning January 1, 2016.

See Appendix I for an outline of the HSA.

IX.A.2. 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 80% of the excess cost of family coverage.

IX.A.3. Life

The College will provide and pay for life insurance for each employee, which will provide a death benefit of \$75,000.

IX.A.4. Vision Care

The College will provide group Vision Care for employees. The College will pay part of the monthly premium for single

coverage. Employees shall have the option of selecting family coverage in which event the College will pay 80% of the excess cost of family coverage.

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, providing that the coverage does not reduce any item of coverage in place at the time of signing this Agreement, nor change the amount of employee payment.

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 Union President no later than seven (7) calendar days after appearing on the pay stubs.

IX.B. Tuition Scholarships and Reimbursements

IX.B.1. Scholarships

Tuitions and all program fees 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 through full College scholarships for coursework taken from the College. Each participant other than the employee, will be assessed a service fee of \$10 per quarter. Courses that require tuition payment to institutions other than Hocking College are not eligible for the scholarship.

IX.B.2. Reimbursement

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.

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.a.** The employee must have obtained a minimum grade of C- in any course where letter grades are given or a 2.0 or 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.** The reimbursement shall not exceed 75% of the tuition normally charged by the institution offering such coursework and in no event may exceed the amount actually paid by the employee; and
- IX.B.2.c.** Where undergraduate coursework is taken, the maximum reimbursement shall be \$500 per academic quarter and where graduate course work is taken, the maximum reimbursement shall be \$750 per academic quarter. (If the offering institution operates on a semester basis, the above maximums will be multiplied by a factor of 1.5).

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

IX.C.1. 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.a. 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.1.b. The “pick-up” percentage shall apply uniformly to all employees as a condition of employment.

IX.C.1.c. 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.2. 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 Support Staff Bargaining Unit Employees will receive, when making a cash purchase, a fifteen percent (15%) discount on sleeping rooms or casual dining, of the regular price at the College Hotel/Restaurant. "Special Events" such as wedding receptions excluded. Cash purchases at the College bookstore shall receive a twenty (20%) discount. Bargaining Unit Employees must present a valid Hocking College staff ID to receive the discount. The discount does not apply to purchases at Hocking Hills Travel Agency.

IX.F. Perfect Attendance Bonus

The College will pay a three hundred dollar (\$300) bonus to each employee who maintains perfect attendance for a full rolling calendar year (as defined in the agreement under Glossary of Terms). Perfect attendance is defined as presence at work during all scheduled workdays within a rolling calendar year with the exception of absences due to the use of approved vacation, compensatory time, 2 "free" personal days, and one day of bereavement leave. Use of sick leave for medical appointments or illness requiring absence from work and use of any type of unpaid leave disqualifies an employee from receiving the Perfect Attendance Bonus. Employees receiving the Perfect Attendance Bonus will be eligible for receipt of the bonus again after completion of an additional full rolling calendar of uninterrupted work as defined above.

IX.G. Hocking College Student Center

Bargaining Unit employees shall have unlimited access to the Student 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

A fulltime employee will earn paid sick leave at the rate of one and one-fourth (1 $\frac{1}{4}$) workdays per month of service. Permanent, part-time employees will earn that percentage of one and one-fourth (1 $\frac{1}{4}$) paid sick leave as is directly proportionate to such employee's regularly scheduled weekly working hours as compared to a forty (40) hour workweek. Sick leave is cumulative for a maximum of two hundred twenty (220) workdays. There will be no compensation for absence due to personal illness or injury in excess of accrued sick leave.

An employee earning sick leave from another Ohio public employer may transfer 50% of the accumulated sick leave up to a maximum of ninety- (90) workdays.

Sick leave may be used by full-time/part-time employees who find it necessary to be absent for reasons of personal illness, personal injury, personal disability or illness in the immediate family (see Glossary), including those caused by or attributed to pregnancy, miscarriage, abortion and childbirth as well as for medical, dental, or optical examination or treatment and absence for reason of exposure to a contracted disease which could be communicated to others. Paid sick leave entitlement also may be used for other reasons as provided in the following sections of this Article. A statement of the general nature of illness or fitness may be required to return to duty. Where the College requires an examination by a doctor of its choice, the College will pay the cost of the examination.

An employee who is absent on sick leave due to personal illness or injury or immediate family illness or injury will be required to present a doctor's certificate, stating the cause of the absence, when the absence exceeds five (5) days. The College will not require such a certificate in the case of illness or injury of less than five (5) days

duration except in the case of employees who frequently take sick leave and only after the employee has been so notified in writing.

Sick leave is excessive when the rate of absence is five (5) percent or more of the working days within a “rolling calendar year.” The 5% shall be applied against the absences that occur on a rolling calendar year basis. When the employee has worked four (4) consecutive months without an absence (after having reached the 5% criteria), the five (5) percent criteria must again be re-established prior to a request for a doctor’s certificate, on this basis can be renewed. The purpose of this language is to discourage the frivolous use of accumulated sick time. Excessive absences shall not include hospital stays, outpatient surgery or extended illness. In cases in which an employee suffers from an ADA-qualifying illness, which is physician-verified, special consideration will be given to the application of disciplinary sanctions related to the 5% rule. (See Appendix H for an explanation of the “5% Rule.”)

Employees utilizing sick leave shall comply with the provisions of Section F of this Article.

Sick leave will be posted on the staff Web Advisor.

X.B. Paternity/Adoption Leave

Refer to Article X.K. Family and Medical Leave Act of 1993

X.C. Maternity

Refer to Article X.K. Family and Medical Leave Act of 1993

X.D. Personal Use Days

An employee may use, for personal reasons, in increments not less than one-half (1/2) day each, to a maximum of four (4) available days off with pay per calendar year.

X.D.1. Such personal reasons days or increments thereof must be scheduled in advance with the employee’s immediate

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

X.D.2. The first two (2) full days used shall be deducted from the employee's allowed paid personal days granted under this Agreement, unless a bargaining unit employee indicates they want the personal day deducted from their sick leave. (Employees may bank free personal days for payoff at retirement – see X.D.3.) The next increments of up to two (2) additional such unexplained days off with pay shall be deducted from the employee's sick leave allowance granted under this Agreement.

X.D.3. 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.

X.E. Bereavement Leave

Available paid sick leave may be used in the case of death in the extended family for up to five (5) consecutive calendar 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 members (permanent residents) of the employee's own household. In cases of death in the immediate family (see Glossary) one of the five available days may be taken without any deduction from accumulated sick leave.

X.F. Request for Leave Form/Employee Statement

Whenever an employee incurs time off which is to be charged against available sick leave pursuant to Sections A-E above, he/she shall promptly deliver to the College a signed leave form 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 termination.

Each leave form 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 XIII.

X.G. Jury Duty

Employees shall be compensated by an amount equal to the difference between regular salary and the amount of pay received as a juror for the workdays involved.

X.H. Temporary Military Leave

X.H.1. Training

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

X.I. Personal

X.I.1. Extended Disability

Employees may apply for and shall be granted a leave of absence without pay for disability, including pregnancy complications, 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.

X.I.2. Personal Reasons Leave

Employees may apply for and may be granted a leave of absence without pay for such reasons as vacations or other matters not specifically covered by the Agreement. Employees shall give four (4) weeks' written notice of their requests 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.3. Retention of Position

After any unpaid leave of absence exceeding six weeks (with the exception of FMLA), an attempt will be made to return the employee to the same position; however, where this is not possible or practical, the employee will be offered another position, if one is available, for which the employee is qualified

X.J. Insurance Premiums

During an unpaid leave of absence, the College will pay its share of any group insurance premiums due under this Agreement such that

said coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Thereupon, the employee shall be offered all COBRA and conversion benefits required by Ohio or Federal law, and shall be responsible for the payment of all relevant premiums.

X.K. Family and Medical Leave Act of 1993

Bargaining Unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA information is available on the Hocking College website). The College shall grant such leave in accordance with the rules promulgated under the Act. Leaves granted under this act shall run concurrently with any applicable paid and unpaid leaves under this contract. Any contractual unpaid leave shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act.

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 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 of whom works only nine months per employment year and the other of whom works all twelve months per employment year, each shall be credited with twelve seniority months, i.e. one full Seniority Year.
- XI.A.4.** For each completed employment year, a part-time employee shall be credited with such portion of a Seniority year as is directly proportionate to the ratio of the part-time employee’s regularly scheduled work hours during such year compared to a forty (40) hour base workweek. A part-time employee who regularly is scheduled to work twenty (20) hours per week, for example, would be credited with one-half seniority year for completing the subject employment year.
- XI.A.5.** No employee’s seniority shall be recognized for any purpose under this Agreement until he/she has completed the probationary period. Upon completion of such probationary period, the employee shall be credited, for seniority purposes, with the time worked during such period.

XI.B. Loss of Seniority

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

- XI.B.1.** Quits or resigns.
- 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 for more than 24 months.
- XI.B.5.** Bargaining Unit employee loses seniority when transferring from one bargaining unit to another.

XI.C. Suspension of Accrual

Layoff, acceptance of a non-bargaining unit position or taking of an extended Personal Reasons Leave of Absence (more than 30 leave days in any contract year) shall constitute an interruption of the employee's continuous service and accrual of seniority shall terminate, but previously accrued seniority shall not be lost. If the employee returns to bargaining unit employment prior to expiration of recall rights (in the case of layoff), prior to expiration of the twenty-fourth month (in the case of accepting a non-unit position), or within twelve (12) months (in the case of Personal Reasons Leave), he/she shall continue to be credited with the amount of seniority he/she possessed at the time of the interruption and accrual shall again commence upon return.

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.D. Seniority List

Annually, in July during each contract year, the College will provide the Union with a copy of the College's then current Seniority List. Following receipt, the Union shall have fourteen (14) calendar days in which to bring to the College's attention, in writing, any alleged discrepancies in said list.

Article XII

Attendance and Tardiness

- XII.1.** In the case of absence or tardiness, it is the obligation of each employee to personally notify his/her immediate supervisor prior to the employee's normal reporting time; or, if the supervisor is not available, to make that report to College Security if prior to 7:30 a.m., or to the College Human Resources Office if after 7:30 a.m.
- XII.2.** An absence is considered one period of absence such as a single day, or, such as in the case of illness, a series of consecutive days. An incident or tardiness is any time an employee arrives after his/her scheduled starting time.
- XII.3.** All absences qualifying as either paid or approved unpaid leaves of absence pursuant to this Agreement are considered excused absences. Unless approved by both the immediate supervisor and the Human Resources administrator, all other absences are considered unexcused. Four (4) unexcused tardinesses in any consecutive thirty (30) calendar day period will be considered one unexcused absence.
- XII.4.** Any employee accumulating five (5) unexcused absences in any consecutive sixty (60) calendar day period, or seven (7) unexcused absences in any consecutive 365 calendar day period will be subject to discharge for just cause.

Article XIII

Discipline and Discharge

XIII.A. Standard

Employees shall be disciplined or discharged for just cause only.

XIII.B. Due Process

The following due process rights shall be afforded all employees involving matters of discipline or discharge:

- XIII.B.1.** At the time of a formal oral warning, an employee shall be given written notification that disciplinary action is being implemented.
- XIII.B.2.** Such written notice shall be signed by the employee and his/her immediate supervisor and placed in the employee's personnel file. A copy must be sent to the Union President.
- XIII.B.3.** The documented factual basis for such action shall be made available to the employee. "Documented factual basis" means any signed written report or charge, or an opportunity to confront the accuser(s) on a face-to-face basis.
- XIII.B.4.** Union representation, if desired, at hearings or meetings concerning discipline or discharge will be made available. If the employee is unable to secure representation for a disciplinary meeting scheduled for the same day, the employee shall be given 24 hours to secure representation.

XIII.C. Suspension Pending 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 working days unless the hearing occurs earlier. If

the hearing is delayed beyond three working days due to the Union's inability or failure to provide representation as specified in Subsection 4 of Section B above, the balance of the suspension shall be without pay; provided, however, that the employee may elect to proceed with the hearing without Union representation at any time. If the hearing is delayed beyond three 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.

XIII.D. Records

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

XIII.E. Appeals

Article IV, Grievance Procedure, may be used to appeal any disciplinary action.

Article XIV

Probationary Period

- XIV.1.** All new employees shall be considered to be on probation for a period of 120 calendar days, commencing the first day in the position. However, the College may extend this probationary period for Clerical and Technical Employees for a thirty (30) day calendar period when deemed appropriate to determine the adequacy of core skills in those areas; this may be done only once for a given employee.
- XIV.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.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.4.** When an employee changes employment status from either temporary or casual to full or part-time, and such change of status is in the same position, the probationary period will be reduced by the number of calendar days worked in the temporary or casual status.
- XIV.5.** Probationary Rights
- In all other respects, a probationary employee shall be deemed a Bargaining Unit member and covered by the process of its Agreement.
- XIV.6.** Probationary employees shall not be entitled to benefits of Tuition Reimbursement Clause.

Article XV

Reduction in Forces – Recall

XV.A. Notice

When the College determines that a reduction of the workforce is necessary, where possible, it will give the affected employee(s) and the Union's President thirty (30) calendar days advance, written notification of the contemplated effective date. The College, at its option, may choose to identify a department(s) or a position(s) that is to be reduced. In all events, the affected employee(s) and the Union President will be given actual, advance, written notice by registered letter of the layoff date not less than seven (7) calendar days before the effective date of the layoff.

In the event the College is adding personnel at the time it wishes to decrease personnel, the additional positions should be filled prior to implementing a reduction.

XV.B. Retention Priority

When a reduction in the workforce is necessary, said reduction will be effectuated in keeping with the following:

XV.B.1. The College first will attempt to obtain the necessary reduction through known attrition defined as planned resignations or retirements of which the College has been advised.

XV.B.2. If additional reduction is necessary, it will be achieved first by releasing casual or temporary employees who perform the same or similar duties in the same department as any bargaining unit employee targeted for layoff.

XV.B.3. If additional reduction is necessary, it will be achieved next by releasing newly hired, probationary employees in the

department to be impacted by the reduction and performing the same or similar duties as the positions being impacted by the reduction.

XV.B.4. If additional reduction is necessary, it will be achieved next by the layoff of part-time employees in the department to be impacted by the reduction and performing the same or similar duties as the positions being impacted by the reduction.

XV.B.5. If additional reduction remains necessary, such will be achieved by the layoff of fulltime employees in reverse order of seniority in accordance with the procedure outlined in Item C below.

XV.B.6. It is understood that the foregoing order of priority applies only where, following the release or layoff of the subject employees, the remaining employees are qualified to and capable of performing the department's essential work.

XV.C. Displacement Procedure

When the College identifies a position that is to be eliminated, the employee assigned to the position will exercise the displacement procedure. If more than one position is eliminated, the procedure will be exercised by the affected employees in order of seniority, provided that the rules of retention priority are followed.

XV.C.1. The first step of the procedure requires that the employee assigned to the eliminated position displaces the least senior employee within the same department and performing the same or similar duties to the employee whose position was eliminated. The employee assigned to the eliminated position or the displaced employee may then bump a less senior employee in the same department provided the employee meets the minimum qualifications (as stated in the job description) to perform the position into which

he/she seeks to bump. Where qualifications are otherwise equal seniority shall be the determining factor. This displacement is repeated until the options within the department are complete. If an employee is unable to displace an employee under this procedure, they must then accept a lay-off except that if the sole bargaining unit employee in a department is laid off, such employee may bump the least senior bargaining unit employee in the same job classification in a different department provided that the employee meets the minimum qualifications (as stated in the job description) to perform the position into which he/she seeks to bump and provided further that there shall be no further bumping rights resulting from this displacement.

- XV.C.2.** The Human Resources Office reserves the right to assess the qualifications of affected Bargaining Unit members to exercise such displacement in Item 1 above. In assessing qualifications the Human Resources Office shall utilize the core skill criteria listed on the bottom of each job description under minimum skill requirements. Demonstration of core skills proficiency shall be the required basis for a Bargaining Unit member to displace a less senior Bargaining Unit member. He/she may be tested or may demonstrate proficiency in the same manner and level of proficiency as any new employee. Core criteria skill(s) information shall be given in writing to the employee(s), a minimum of five (5) calendar days prior to the administration of the testing and/or demonstration.

The employee shall be informed in writing if he/she is deemed qualified for such position(s) following such testing and/or demonstration of core criteria proficiency. The Bargaining Unit member deemed qualified, who elects to displace another Bargaining Unit member, shall not be required to serve a probationary period, nor shall he/she be entitled to any additional training not otherwise afforded to a new employee.

XV.C.3. A Bargaining Unit member who displaces another Bargaining Unit member in the same pay classification shall remain at the same rate of pay that he/she received in the vacated position. A Bargaining Unit member who displaces another Bargaining Unit member in a different pay classification shall move to the same step on the new pay classification provided, however, that his/her salary shall not be increased or decreased more than \$2,500. If such placement exceeds the \$2,500, then the Bargaining Unit member shall be placed on the step of the new pay classification that comes closest to the \$2,500 increase or decrease but not exceeding \$2,500. If, in the transfer process, an employee falls below step 1 of the new pay classification the employee will be placed on step 1.

XV.C.4. A Bargaining Unit member may, at his/her option, choose to take layoff status rather than initiate displacement as provided herein. A Bargaining Unit member so choosing, shall move directly to layoff status and shall receive all rights and benefits provided in this Article. Such notification must be received, in writing, by the College within five (5) calendar days prior to the position's elimination. If the Employee subsequently changes his or her mind, the action may be reversed subject to the College's approval.

XV.D. Rights While On Layoff

Bargaining Unit members on the recall list will have the following rights:

XV.D.1. No new Bargaining Unit members will be employed by the College while there are Bargaining Unit members on the recall list who are qualified for the vacancy.

- XV.D.2.** Bargaining Unit members on the recall list will be recalled in order of seniority to vacancies for which they meet the minimum qualifications (as stated in the job description).
- XV.D.3.** A Bargaining Unit member on the recall list will, upon resuming active employment status, return to status with the same seniority, accumulation of sick leave, and the pay classification placement as required by the provisions of this Article.
- XV.D.4.** The employee will be offered conversion and COBRA rights as required by law for applicable insurances.
- XV.D.5.** Bargaining Unit members shall maintain their recall rights for a period of twelve (12) months from the last date worked.

XV.E. Recall Procedure

Whenever, in the judgment of the College, it is necessary to increase the Bargaining Unit workforce in any department following a layoff of employees, the laid off employees with unexpired recall rights will be recalled in order of greatest seniority, provided that the recalled employee is qualified to perform the available work. (Refer to language in Article VI.J.3.c.) An employee is deemed qualified for any position, which he/she previously performed successfully as a College employee as a regular classification. Where, however, the employee claims training and/or outside experience which qualifies him/her for the pending opening and has notified the Human Resources Office of such claimed qualifications before the recall process (written notice of recall) has started as to another laid off employee, the College will grant such claiming employee a trial period of up to fifteen (15) working days in which to demonstrate his/her qualification for and capability of performing the available work. If the employee fails, he/she shall be returned to layoff status and the next most senior qualified employee will be recalled.

XV.F. Recall Notice

- XV.F.1.** The College will give each laid off employee the choice of receiving recall notices via email or certified mail (return receipt not required). It is the obligation of each laid off employee to keep the College's Human Resources Office informed in writing of his or her current email or mailing address in the event a recall may occur. The College fulfills its obligation as to recall by emailing or mailing the Recall Notice to such email or mail address.
- XV.F.2.** When the College desires to recall an employee from layoff, it shall so notify him/her in accordance with their choice (Refer to XV.F.1) but the employee's obligations to contact Human Resources and to report back to work are computed from the time the notice was sent. The employee will have eight (8) calendar days from the date of the notice to return written acceptance of the offer—to the Human Resources Office. If the employee fails to timely respond as required his/her name will be removed from the recall list.

Article XVI

General Provisions

XVI.A. In-term Bargaining/Labor Management Council

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 Union, for the duration of this Agreement each voluntarily and unqualifiedly waives the right and acknowledges that the other is not 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.

XVI.A.1. In-Term Bargaining/Labor Management Council

An In-Term Bargaining/Labor Management Council (IBLMC) shall be established with the effective date of this contract. The IBLMC shall consist of six (6) members; three (3) members appointed by the College including at least one representative from Human Resources and three (3) members appointed by the Association. The IBLMC will be established without delay after the effective date of this contract. Meetings are to be scheduled monthly. Any exceptions will be a joint decision of the IBLMC.

XVI.A.2. Objectives

The objectives of the IBLMC shall be to:

XVI.A.2.a. Provide opportunities for communication between HCEA members and the administration.

XVI.A.2.b. Expand and improve working relationships between the Union and the administration.

XVI.A.2.c. Assist staff and the administration in solving problems of mutual concern when possible. Difference of opinion regarding what constitutes “mutual concern” cannot be grieved.

XVI.A.3. Authority

XVI.A.3.a. The IBLMC shall have the authority to bargain wages, terms and conditions of employment, and/or responses to changes in, or new, federal or state legislation.

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

XVI.A.3.c. An agreement reached on an issue by the IBLMC 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 IBLMC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

XVI.B. Policy Changes

The College shall make any and all necessary changes in its policy, procedure and practice necessary to be consistent with the terms and conditions of this Agreement.

XVI.C. – Entire Agreement – (Page 90)

During the life of this Agreement, the College's Management Rights shall be limited only by the express terms of this Agreement and any revisions in the form of a MOU reduced to writing and signed by the parties during the term of this Agreement. Both parties agree that they have had a full and fair opportunity to negotiate concerning any and all issues affecting wages, hours, terms and conditions of employment, that this Agreement contains the entire result of those negotiations and that the absence of any express limitation on any of the College's Management Rights shall be interpreted to mean that the parties negotiated over such a proposed limitation and agreed to exclude it from this Agreement.

XVI.D. Effect of Law

If, during the life of this Agreement, it is determined that a part of this Agreement is contrary to federal law or any state law which may not be superseded under Chapter 4117 O.R.C., 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.

Article XVII

No Strike/No Lockout

XVII.A. Non-Interruption

The College and the Union 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 Union 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.

XVII.B. Employees Bound

In addition, no 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 a Bargaining Unit member has engaged in any conduct prohibited by the provision is to be reviewed through the Grievance Procedure.

XVII.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 Union 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 Union.

XVII.C.1. Rights

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

XVII.C.2. Responsibility

At the time the College notifies the Union, in writing, of employee violation of this provision, the HTCEA shall contact HC 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 Union officials in the form of phone calls, memoranda, and personal contact directed to the involved employees.

XVII.D. Lockout

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

XVII.E. Direct Access


Questions of compliance with this provision may be referred to SERB or courts of appropriate jurisdiction for prompt, remedial action notwithstanding any other provision of this Agreement.

Article XVIII
Duration

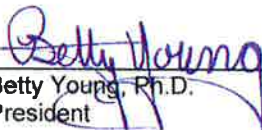
This Agreement is effective July 1, 2015 and will remain in full force and effect until 12:00 midnight, June 30, 2017.

In Witness Whereof, the parties have caused the due execution of this Agreement this 24th day of September 24, 2015, at Nelsonville, Ohio.

For Hocking Technical College Education Association (OEA/NEA).



Kimberle Coy,
HTCEA-SSP President



Betty Young, Ph.D.
President



Tom Johnson
Chairman, Board of Trustees

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Appendix A

Functional Divisions and Departments

Administrative Services

- Custodial
- Fleet
- Grounds
- Maintenance

Financial Services

- Bookstore
- Cashiers/Records
- Dining Services
- Mailroom
- Print Shop
- Warehouse

Academic Affairs

- Associate Provost
- Educational Outreach
- Energy Institute
- Library
- McClenaghan Center for Hospitality Training
- Perry Campus
- School of Arts and Sciences
- School of Engineering, Business, and Computer Information Technologies
- School of Health and Nursing
- School of Natural Resources
- School of Public Safety Services

Student Affairs

- Admissions
- Counseling Services
- Co-curricular activities
- Financial Aid
- International

Appendix B

Account Specialist I / Bookstore Coordinator
Account Specialist I / Cashiers and Records
Account Specialist I / Financial Aid
Account Specialist I / Warehouse Account Specialist II / Cashiers and Records
Account Specialist II / Financial Aid
Account Specialist II / International Services Secretary
Clerical I / Admissions/Concourse Secretary
Clerical I / Admissions Information Specialist
Clerical I / PACE Lab Clerk (Communications)
Clerical I / PACE Lab Clerk (Math)
Clerical I / Testing Center Monitor
Clerical II / Academic Scheduler
Clerical II / Adm. Asst. to Dean, School of Natural Resources & the National Ranger Institute (NRTI)
Clerical II / Administrative Assistant Student Affairs
Clerical II / Administrative Assistant – School of Health & Nursing
Clerical II / Administrative Assistant to Dean of Engineering
Clerical II / Administrative Department Secretary – School of Natural Resources
Clerical II / Admissions Processing Specialist
Clerical II / Admissions Processor
Clerical II / Clerical Specialist, Educational Outreach
Clerical II / Department Secretary – School of Arts & Sciences
Clerical II / Office Coordinator, Logan
Clerical II / Media/Library Assistant
Clerical II / Office Coordinator of Recreation Relations
Clerical II / Office Coordinator –School of Business, and Computer Information
Clerical II / Office Coordinator – School of Public Safety Services
Clerical II / Secretary – Hospitality
Clerical II / Secretary – Perry Campus
Clerical II / Secretary – POB/Fire/EMS
Clerical II / Office Coordinator, Department of Student Services
Clerical II / Secretary/Clerk/Typist – School of Health & Nursing
Clerical II / Word Processing/Lab Assistant – School of Health & Nursing

Convenience Store / Cook
Cooks
Custodian
Custodian – Logan Campus
Custodian – Perry Campus
Custodian/Grounds Maintenance – Lake Snowden
Maintenance
Mailroom Clerk
Storeroom Clerk – Dining Services
Technician / Audiovisual
Technician / Ceramic
Technician / Fleet
Technician / Grounds Maintenance
Technician / Horse Barn
Technician / International Fuel Cells
Technician / Hatchery – Lake Snowden
Technician / Heavy Equipment Repair
Technician / Maintenance
Technician / Maintenance II
Technician / Printing Department
Technician / School of Natural Resources Technician

Appendix C

Wage Scale Definitions

All members of the Bargaining Unit are hourly employees. These are broad definitions. Specific duties will be found in individual job descriptions. The following descriptions are in effect.

Custodial: Performs duties related to facility housekeeping and minor repair work of College-owned property and equipment. Duties include, but are not limited to: repair of doors, windows, floor, faucets, sinks, etc., and cleaning of College-owned facilities. Minimum requirements: High school diploma or GED; experience preferred.

Maintenance: Performs activities related to the preventive maintenance and repair of facilities and equipment. Positions may require state-approved licensure or certification. Duties include but are not limited to: major repair, renovation or replacement of heating/air conditioning, plumbing and/or electrical systems. Minimum requirements: High school diploma or GED; two (2) years experience, or one (1) year experience and vocational training.

Clerical/Secretarial I: Performs duties related to routine office maintenance. These include but are not limited to: typing, filing, providing phone coverage, and operation of standard office equipment. Minimum requirements: High school diploma or GED or related experience.

Clerical/Secretarial II: Performs complex clerical/secretarial tasks requiring independent judgment, decision-making skills, and computer expertise. The specialized nature of the tasks may require unique training in job-related field. Duties include, but are not limited to: pamphlet and brochure development, academic scheduling activities, performing budgetary tasks. Minimum requirements: High school diploma or GED required, vocational training preferred; two (2) years clerical experience, or one (1) year of experience with vocational training.

Account Specialist I: Performs duties related to maintaining accurate records to include financial data and transactions. Duties include, but are not limited to: posting of transactions, computing totals, verifying transactions,

and monitoring accounts. Minimum requirements: High school diploma or GED; advanced math skills; and accounting experience or training.

Account Specialist II: Performs duties related to maintaining accurate records of financial data and transactions. Duties include, but are not limited to: posting of transactions, computing totals, verifying transactions, monitoring accounts, balancing and reconciling accounts, reviewing reports for completeness and accuracy, interpreting and applying college fiscal rules and federal and state regulations/guidelines within a student environment. Minimum requirements: Associate Degree in related field preferred or accounting experience or training.

Technical: Performs activities of a specialized nature, which requires unique training in a specific field. Examples of such activities include, but are not limited to: media and broadcast equipment repair and set-up, operation and repair of print shop equipment, etc. Minimum requirements: High school diploma or GED; Associate degree in related field preferred; 3-5 years related experience; appropriate certification or licensure (if required).

Customer Service Representative: Performs activities related to sales and promotion. Duties include, but are not limited to: initiating sales calls, receiving incoming inquiry calls, maintaining accurate sales records and reports, data entry, and opening new accounts. Minimum requirements: High school diploma or GED or related experience.

Bus Driver: Performs duties related to operating the College's transit bus system. Duties include, but are not limited to: driving the College bus, cleaning bus interior, reporting mechanical problems and logging ridership. Minimum requirements: CDL and completion of defensive driving course.

Maintenance Tech II: Performs activities of a specialized nature for the Maintenance Department, which requires unique certifications/licensure. Examples of such certifications/licensure include, but are not limited to: electrical, fire alarms, waste water, plumbing, HVAC, etc. Job vacancies awarded based on qualifications as determined by the College.

Food Services Employees: Performs duties related to operating the food services operation at the College. Refer to job description for minimum requirements. Positions included, but not limited to, are: Cooks, Convenience Store Clerk, and Storeroom Clerk.

Mailroom Clerk Employee - Wage Scale Definition
See current Clerical / Secretary I Scale Definition

Appendix D

Beginning Wage Schedules

	Wage 08-09	Hourly 08-09	Wage 09-10	Hourly 09-10	Wage 10-11	Hourly 10-11
Custodial Schedule A						
Step 1	18,078	8.69	18,578	8.93	19,078	9.17
Step 2	18,616	8.95	19,116	9.19	19,616	9.43
Step 3	19,178	9.22	19,678	9.46	20,178	9.70
Step 4	19,928	9.58	20,428	9.82	20,928	10.06
Step 5	20,678	9.94	21,178	10.18	21,678	10.42
Maintenance Schedule B						
Step 1	19,837	9.54	20,337	9.78	20,837	10.02
Step 2	20,454	9.83	20,954	10.07	21,454	10.31
Step 3	21,097	10.14	21,597	10.38	22,097	10.62
Step 4	21,767	10.46	22,267	10.70	22,767	10.95
Step 5	22,437	10.79	22,937	11.03	23,437	11.27
Secretarial/ Clerical I Schedule C						
Step 1	18,893	9.08	19,393	9.32	19,893	9.56
Step 2	19,467	9.36	19,967	9.60	20,467	9.84
Step 3	20,067	9.65	20,567	9.89	21,067	10.13
Step 4	20,878	10.04	21,378	10.28	21,878	10.51
Step 5	21,688	10.43	22,188	10.67	22,688	10.91
Technical Schedule D						
Step 1	23,165	11.14	23,665	11.38	24,165	11.62
Step 2	23,930	11.50	24,430	11.75	24,930	11.99
Step 3	24,728	11.89	25,228	12.13	25,728	12.37
Step 4	25,614	12.31	26,114	12.55	26,614	12.80
Step 5	26,499	12.74	26,999	12.98	27,499	13.22
Customer Service Representative/Bus Driver Schedule E						
Step 1	15,967	7.68	16,467	7.92	16,967	8.16
Step 2	16,411	7.89	16,911	8.13	17,411	8.37
Step 3	16,874	8.11	17,374	8.35	17,874	8.59
Step 4	17,478	8.40	17,978	8.64	18,478	8.88
Step 5	18,116	8.71	18,616	8.95	19,116	9.19

	Wage 08-09	Hourly 08-09	Wage 09-10	Hourly 09-10	Wage 10-11	Hourly 10-11
Secretarial Clerical II/ Account Specialist I Schedule F						
Step 1	20,182	9.70	20,682	9.94	21,182	10.18
Step 2	20,814	10.01	21,314	10.23	21,814	10.49
Step 3	21,474	10.32	21,974	10.56	22,474	10.80
Step 4	22,366	10.75	22,866	10.99	23,366	11.23
Step 5	23,257	11.18	23,757	11.42	24,257	11.66
Account Specialist II Schedule G						
Step 1	21,673	10.42	22,173	10.66	22,673	10.90
Step 2	22,372	10.76	22,872	11.00	23,372	11.24
Step 3	23,101	11.11	23,601	11.35	24,101	11.59
Step 4	23,990	11.53	24,490	11.77	24,990	12.01
Step 5	24,878	11.96	25,378	12.20	25,878	12.44

Maintenance Tech II			
	Schedule H	Wage 10-11	Hourly 10-11
0-2 yrs.	Step 1	\$ 38,480.00	\$ 18.50
3-5 yrs.	Step 2	\$ 39,644.80	\$ 19.06
6-8 yrs.	Step 3	\$ 40,830.40	\$ 19.63
9-11 yrs.	Step 4	\$ 42,057.60	\$ 20.22
12-14 yrs.	Step 5	\$ 43,326.40	\$ 20.83

Food Service Employees – The College agrees with placing the food service employees on the Wage Schedule I Scale with the understanding that related experience is determined by Human Resources for purpose of placement on the pay scale. It is also understood that food service employees will not lose pay when moved to this classification. Wage Schedule I will follow the same pay as Schedule A (Custodial). The food service employees will be placed under the Financial Services Division.

Wage Scale Definition - Performs duties related to operating the food services operation at the College. Refer to job description for minimum requirements. Positions included, but not limited to, are: Cooks, Convenience Store Clerk, and Storeroom Clerk.

Food Service Employees - Schedule I						
Step 1	18,078	8.69	18,578	8.93	19,078	9.17
Step 2	18,616	8.95	19,116	9.19	19,616	9.43
Step 3	19,178	9.22	19,678	9.46	20,178	9.70
Step 4	19,928	9.58	20,428	9.82	20,928	10.06
Step 5	20,678	9.94	21,178	10.18	21,678	10.42

Mailroom Clerk Employee – The College agrees with placing the part-time mailroom position under the Clerical I pay scale (Wage Schedule C) with the understanding that related experience is determined by Human Resources for the purposes of placement on the pay scale. The mailroom position will be placed under the Financial Services Division.

Wage Scale Definition

See current Clerical / Secretary I Scale Definition

HOCKING COLLEGE

SUPPORT STAFF PERFORMANCE REVIEW FORM

Evaluation Period From _____
Through _____

Name _____ E # _____

Job Title _____ Department _____

Supervisor _____

Instructions: Evaluate the employee on the job now being performed. Check (X) the box above the descriptions which most nearly express your overall judgment on each quality. Comments, including recommendations for improvement, MUST accompany each category. The care and accuracy with which this appraisal is made will determine its value to you, the employee, and the college.

Consider the employee's performance since the last appraisal and show by a circle whether he/she has improved, remained consistent, or regressed in each of the qualities listed to the

Knowledge of Work						
Consider knowledge of job gained through experience, general education and specialized training.	Outstanding (Well informed on all phases of work.)	Exceeds Expectations (Well rounded job knowledge. Infrequently requires assistance.)	Meets Expectations (Adequate grasp of essentials. Some assistance required.)	Does not meet Expectations (Requires considerable assistance.)	Far below Expectations (Inadequate knowledge. Requires improvement to retain.)	Has Improved Maintains Consistency Has Regressed

COMMENTS:

Quantity of Work						
Consider the volume of work produced under normal conditions regardless of errors.	Outstanding (Rapid worker. Produces exceptionally high volume.)	Exceeds Expectations (Above average volume.)	Meets Expectations (Average volume.)	Does not meet Expectations (Volume below average.)	Far below Expectations (Inadequate volume. Requires improvement to retain.)	Has Improved Maintains Consistency Has Regressed

COMMENTS:

Quality of Work						
Consider neatness, accuracy, and dependability of results regardless of volume.	Outstanding (Exceptional quality. Practically no mistakes.)	Exceeds Expectations (Above average quality. Infrequent errors or	Meets Expectations (Acceptable, seldom necessary to check work.)	Does not meet Expectations (Often unacceptable, frequent errors or rejections.)	Far below Expectations (Excessive errors or rejections. Requires improvement to	Has Improved Maintains Consistency Has Regressed

		rejections.)			retain.)	
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COMMENTS:

<i>Initiative</i>						Has Improved
Consider contribution of new ideas and methods. Self-starter. Works independently toward approved goals.	Outstanding (Consistently and aggressively works toward approved goals.)	Exceeds Expectations (Frequently sets and works toward approved goals.)	Meets Expectations (Initiates activity within normal routine.)	Does not meet Expectations (Seldom initiates activity during normal routine.)	Far below Expectations (Needs frequent direction. Requires improvement to retain.)	Maintains Consistency Has Regressed

COMMENTS:

<i>Dependability/Responsibility</i>						Has Improved
Consider the degree to which he/she can be relied upon to carry out duties.	Outstanding (Consistently fulfills all job responsibilities and duties. Totally reliable.)	Exceeds Expectations (Can be depended upon to get the job done with little or no follow up. Very reliable.)	Meets Expectations (Assumes all responsibilities specifically assigned. Reliable.)	Does not meet Expectations (Accepts some responsibilities, but must be reminded.)	Far below Expectations (Fails to accept responsibility even when specifically assigned. Requires improvement to retain.)	Maintains Consistency Has Regressed

COMMENTS:

<i>Quality of Interpersonal Relationships</i>						Has Improved
Consider the degree to which employee interacts and works harmoniously with the public, co-workers, faculty, students, and staff.	Outstanding (Use of exceptional tact and diplomacy. Cooperation and promotion of teamwork.)	Exceeds Expectations (Cooperates well with others. Frequently promotes teamwork and harmony.)	Meets Expectations (Adequate skills at promoting teamwork and harmony.)	Does not meet Expectations (Has difficulty interacting with people.)	Far below Expectations (Frequent conflicts with others. Requires improvement to retain.)	Maintains Consistency Has Regressed

COMMENTS:

<i>Attendance</i>						Has Improved
Consider appropriate request and use of leave.	Outstanding (Consistently regular in attendance. Adjusts schedule to work needs.)	Exceeds Expectations (Regular in attendance. Frequently considers work load when requesting leave.)	Meets Expectations (Generally present. Usually considers work load when requesting leave.)	Does not meet Expectations (Frequent absences. Impacts job performance.)	Far below Expectations (Excessive absences. Requires improvement to retain.)	Maintains Consistency Has Regressed

COMMENTS:

<i>Punctuality</i>						Has Improved
Consider prompt attendance with regards to employee's responsibilities.	Outstanding (Consistently prompt.)	Exceeds Expectations (Regularly prompt.)	Meets Expectations (Infrequently tardy.)	Does not meet Expectations (Frequent tardiness. Impacts job performance.)	Far below Expectations (Excessive tardiness. Requires improvement to retain.)	Maintains Consistency Has Regressed

COMMENTS:

(To be completed for individuals with Team Leader responsibilities.)

<i>Leadership Abilities</i>						Has Improved
Consider leadership ability.	Outstanding (Exceptional ability to lead and team build.)	Exceeds Expectations (Exhibits good leadership skills.)	Meets Expectations (Adequate leadership abilities.)	Does not meet Expectations (Has difficulty leading others.)	Far below Expectations (Inadequate ability to lead. Requires improvement to maintain current leadership responsibilities.)	Maintains Consistency Has Regressed

COMMENTS:

Progress Towards Goals and Developmental Objectives for this review period	
Goal/Objective	Results/Accomplishments

Developmental Objectives
<i>Improvement opportunities and action plans for upcoming year.</i>

Departmental Goals
<i>List specific departmental objectives to be achieved in the next year.</i>

A.

What is your overall evaluation of employee?

Outstanding____Exceeds expectations____Meets expectations____Does not meet expectations_____

Far below expectations____

I have been employee's supervisor for _____years and _____months.

B. EMPLOYEE COMMENTS:

☐ I agree with the above evaluation and

comr (Employee must respond
within 72 hours)

☐ I disagree with the above evaluation/comments for the

following reasons:

Use additional paper if necessary.

(Employee must respond within 72 hours)

C. Comments by Associate/Assistant Vice President/Dean/Director:

D. Comments by Human Resources:

SIGNATURES

Signature of Employee _____ Date _____

Signature of Immediate Supervisor _____ Date _____

Signature of Assoc./Assistant VP, Dean, Director _____ Date _____

Reviewed By Human Resources:_____ Date _____

Appendix F

Professional Development

1. Support staff employees who obtain 36 college credits will receive a \$250.00 increase in their base salary. When the same employee obtains an additional 37 college credits for a total of 73 college credits, the employee will receive another \$250.00 increase to his/her base salary. When the same employee obtains an Associate Degree or its equivalent, the employee will receive a \$400.00 increase to his/her base salary.
2. To receive the bonus to the base salary all coursework, training, workshops, etc. must be pre-approved by the supervisor as being related to the employee's current position and considered "advanced" professional development, not education/training that is required for an employee to maintain job performance.

Continuing education that is required to maintain performance of duties is not considered as "advanced" professional development and does not count towards the increase to an employee's base salary.

3. College courses will carry the pre-determined credit hours. Seminars, workshops, and other training courses that do not have "credit" attached will have their credit equivalency determined by Human Resources using the Ohio Board of Regents guidelines. Documentation from the organization conducting the training that specifically states the course objectives, content, contact hours and outside assignments, will be required so that the credit equivalency can be determined. Any employee who does not submit the proper documentation will not receive credit for the training.
4. This system will not be retroactive. College credits earned prior to the effective date of May 11, 1998, that are documented on an official college transcript, will not be compensated, but will be counted towards the next appropriate level of credits required for an increase to the employee's base salary.

5. The employee must have obtained a minimum grade of C- in any course where letter grades are given or a 2.0 or a 4.0 scale or its equivalent where numerical grades are given. If only “pass/fail,” “satisfactory/unsatisfactory” or “complete/incomplete” is given, the employee must receive the grade required for the granting of course credit by the offering institution. In cases of training conducted through a seminar, workshop, etc. where participants do not receive any of the aforementioned marks, it will be necessary to submit a certificate of completion or a signed statement from the institution or agency which conducted the training stating that the employee completed the program.
6. Professional development plans outlined by the Bargaining Unit employee may be attached to his/her performance appraisal form. It is understood that the “plan” is voluntary in nature and a decision to discontinue the course work or unsatisfactory progress shall not impact negatively on the employee’s evaluation.

Appendix G

Mutual Responsibilities

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

1. Drug-Free College:

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

2. Employee Assistance Program (EAP):

The Union and the College jointly to 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.

3. Discrimination

The College and the Union affirm a commitment to assure that no unlawful discrimination is practiced.

4. Reclassification

The College and the Association mutually agree that any future requests for reclassification will be jointly reviewed by the Labor Management Committee immediately following employee evaluations when job descriptions are updated.

Appendix H

Five Percent Rule

Establishment of the “5% Rule” was based on what is considered as an excessive absence rate in business and industry. Employee attendance is monitored on a regular basis and supervisors are notified when an individual in his/her area is nearing the 5% mark. Supervisors are asked to alert employees to that fact so that the Bargaining Unit member may monitor his/her own attendance. Once an employee reaches the 5% maximum, supervisors and the Bargaining Unit are notified.

Depending on the length of the employee’s “contract”, 5% equals a different number of absences:

Contract Length 5%

12 months	13 sick leave absences
11.5 months	12.50 sick leave absences
11 months	12 sick leave absences
10.5 months	11.5 sick leave absences
10 months	11 sick leave absences
9 months	10 sick leave absences

These numbers reflect a single instance of absence (e.g. 3 successive days out for the flu would equal only 1 absence; a Friday, Monday, Tuesday absence equals 1 absence). Calculation of absences related to the “5% Rule” are based on a “rolling calendar year.” (1/20/02 to 1/20/03, the 1/21/02 to 1/21/03, etc.)

Appendix I

Health Savings Accounts (HAS's)

Everything You Need to Know

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