Support Staff Agreement

Between

Hocking Technical College

And

Hocking Technical College Education Association OEA/NEA

July 1, 2026

Through

June 30, 2029

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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:

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

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

Calendar Day
Any day of the week, Sunday through Saturday

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

Confidential Employee
"Confidential employee" means any employee who works in the Human Resources Office and office of Information Technology of the College and deals with information to be used by the College in collective bargaining, or any employee who works in a close, continuing relationship with College officers or representatives directly participating in collective bargaining on behalf of the College as stated in ORC 4117.

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.

Division
The more comprehensive part of the organizational structure.

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

Emergency Closure

The College is closed due to an emergency and is not open to the public.

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
Great grandparents, aunts, uncles, cousins, nieces, nephews, and step-grandparents
Full-time Employee
An employee who has a regular work schedule of 40 or more hours per week.

Immediate Family
An employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in place of a parent (in loco parentis).
Job Title
The title of the employee's job as shown on such employee's job description.

Management Level Employee
Any "management level employee" as defined in ORC 4117.01.

Part-time Employee
An employee who has a regular work schedule of less than 40 hours per week.

Pay Classification
Pay Classification is the beginning wage schedule on which an employee's position is placed, as listed in Appendix A.

Permanent Employee
An employee who has a regular work schedule as no defined end date.

Professional Employee
Any "professional employee" as defined in ORC 4117.01.

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.

Student
Any "student" as defined in ORC 4117.01.

Supervisory Employee
Any "supervisor" as defined in ORC 4117.01.

Temporary Employee
An employee who has a regular work schedule for a defined period of time.

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).

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, non-professional employees possessing a commonality of duties.

I.C. Excluded

The Bargaining Unit shall exclude all managerial, confidential, supervisory, professional, student, temporary, private contractor employees, instructing technicians, guards, and all grant-funded employees provided that: such positions are not used to reduce or eliminate current Bargaining Unit positions.

I.D. Benefits

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

I.E. Unit Placement

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

Within ten (10) calendar days of agreement, or the arbitrator's report, the parties shall mutually submit and support a petition for amendment of certification under Chapter 4117-5, Section E of the Ohio Administrative Rules.

I.E.2. In making a decision as to inclusion or exclusion, the parties and the arbitrator shall be bound by the definitions outlined in Article I and the Glossary of Terms contained in this Agreement.

I.E.3. A Bargaining Unit position that later becomes partially or fully funded from grants or other outside monies will not remain in the Bargaining Unit.

Article II
Management Rights

II.A. The College reserves and retains, solely and exclusively, all rights, powers and authority enjoyed by it prior to the State Employment Relations Board's certification of the Association except as specifically limited by the explicit provisions of 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 pursuant to Article VI.

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. Notice to negotiate shall be filed between March 1 and March 15 of the last year of the contract. A request from the Association shall be sent to the Human Resources Administrator. A request from the College shall be sent to the President of the Association.

III.A.2. Both parties agree to meet by April 15 or the next closest business day to exchange proposals and set ground rules. The date of this meeting may be extended by mutual agreement.

III.A.3. Negotiations will be scheduled between 8 am and 8 pm., release time with pay shall be provided for those participating Bargaining Unit Employees of the Association's negotiating committee. In no event will the College be required to pay more than six (6) such Bargaining Unit Employee participants in connection with any particular negotiating session.

III.A.4. Both parties agree to communicate 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) in the negotiations for the successor contract. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

In the event agreement is not reached after forty-five (45) calendar days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Services (FMCS) or another mutually agreed upon mediation/mediator service.

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

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

III.C. Printing of Agreement

Within thirty (30) days after this Agreement is signed, the College shall make an electronic copy available on the College's website.

Article IV
Grievance Procedure

IV.A. Scope and Definition

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

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

IV.B. Construction

IV.B.1. Nothing contained in this Article will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, through the use of the Step One: Pre-Grievance Process outlined in section IV.C of this agreement before the filing of a formal grievance.

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

IV.B.3. In computing any time limit in this Article, Hocking College observed holidays pursuant to Section VI.P.I., and Spring and Winter Break pursuant to the Academic Calendar shall be excluded. The grievance process will be held at the Hocking College campus.

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

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

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

IV.B.7. For the purposes of this Agreement Hocking College observed holidays pursuant to Section VI.P.I., Winter and Spring Breaks pursuant to the Academic Calendar shall not be included in the grievance timeline.

IV.C. Procedure

IV.C.1. Step One: Notice and Attempt to Resolve

An employee or group of employees, where applicable, having a grievance shall first provide written notice via Hocking College email to his/her supervisor (copy Human Resources), or Human Resources when the grievance involves the supervisor, within (30) thirty calendar days after the employee(s) knows, or is made aware of, the alleged grievance.

The employee, or group of employees where applicable, shall schedule a meeting with his/her supervisor, or Human Resources when the grievance involves the supervisor, within (14) calendar days of the date notice was provided to attempt a resolution. Additional meetings may be scheduled as necessary. The timeline may be extended upon mutual agreement of the parties.

Within ten (10) calendar days after the final meeting, the supervisor/Human Resources shall provide a written response to the employee.

If the matter is not resolved, the employee may file a written grievance within ten (10) calendar days of receipt of the supervisor's/Human Resources written response with the Office of Human Resources.

IV.C.2. Step Two: Grievance

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

Upon receipt of the grievance, The Office of Human Resources shall schedule a meeting and notify the grievant, of the time and place of the meeting. The meeting shall be completed within ten (10) calendar days after the grievance is filed. Within five (5) calendar days after the meeting, the Office of Human Resources shall provide the grievant with a written answer to the grievance. Upon mutual agreement of the parties, there may be an extension of the timeline.

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

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

Mediation

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

Arbitration

If the grievance is not resolved and the grievant is not satisfied with the College's decision concerning the grievance, within ten (10) days following the date appearing on the College's final written decision or (10) days from the date of the

final mediation session, if applicable, the grievant shall file written notice of such appeal to the Office of Human Resources. The Association shall petition a mutually agreed upon Arbitration Association or organization for a list of seven (7) arbitrators. The Office of Human Resource's Administrator and the Association shall choose an arbitrator from the list of arbitrators using the alternate strike method beginning with the toss of a coin to determine who goes first. The procedural format shall be determined by the mutually agreed upon arbitrator.

Arbitrator's Decision and Compensation

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

Limitation of Arbitrator's Authority

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

IV.D. Records

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

IV.E. Batching of Grievances

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

IV.F. Written Waiver

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

Article V
Union Rights

V.A. Facilities Usage

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

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

V.B. Campus Mail

Campus mail system may be used to distribute bulk Union information pertaining to the local Bargaining Unit.

V.C. Bulletin Board

A dedicated bulletin board shall be located in the staff lounge. It 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. All material posted shall be identified with the Association's logo. Materials not so identified shall be removed. The Union will be responsible for maintaining the bulletin board.

V.D. Office

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

V.E. Public Documents

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

V.E.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 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.F. Trustee Agenda

The College shall provide the Association 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.G. Employee Meeting Agenda

The Association President may request, in advance, a place on the agenda of any nonemergency, 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.H. Work Area Visitation

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

V.I. Association Business

The College and Hocking College Support Staff recognize the need to work together to maintain this Agreement.

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

Association needs include, but are not limited to, meeting with individual members, the processing of grievances and arbitrations, attendance at the Labor Management meetings, preparation for bargaining, and bargaining meetings, meeting involving communication

or discipline of members, as well as other local issues that require an Association Officer or Representative. General membership meetings shall not be included in this list.

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

V.J. Probation Notice

New employees shall be notified in writing within seven (7) calendar days upon completion of their probationary period. The Office of Human Resources will provide written notice shall be given to the Union President seven (7) calendar days prior to the completion thereof.

V.K. 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.L. Directory

The College shall list, under an appropriate HCEA Support Staff heading, in the College Directory located on the College website, 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 disability, marital status, sexual .orientation, gender identity and gender expression status sexual orientation, gender identity and gender expression, veteran status, political or union affiliation, and to have due regard for employee privacy, and constitutional rights as citizens.

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. The employee shall receive a copy of all items when they are placed in the file.

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, by email, 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, signed attachments to any or all evaluations in his/her file.

VI.B.7. Any document lacking identification as to source shall not be included in the employee's file. Any item determined by the parties to contain false information will be removed.

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. 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 an incident report as soon thereafter as possible. The College shall endeavor to correct any such noted hazard.

VI.C.3. 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.4. 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 fewer than two (2).

VI.C.5. 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.6. The Safety Committee shall meet at least once per calendar quarter, or more as needed, and a copy of the minutes of those meetings, once approved, shall be posted on the College's website as soon as practical.

VI.C.7. 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.8. 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 Safety Committee. If the Safety Committee recommends the kit be provided, it shall be provided within thirty business days of the date of the recommendation.

VI.C.9. Employees may use any available phone or radio to report an accident or emergency.

VI.C.10. 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, if they are in conflict with direction from the immediate supervisor.

VI.D. Evaluation

VI.D.1 The evaluation of bargaining unit members will be initiated by the employee using the Individual Development Plan (IDP) located the Office of Human Resources website. Bargaining unit members shall be evaluated on the basis of objective criteria established by the College in accordance with accreditation standards. The procedures to be followed by the College

in making evaluations shall be published in writing and distributed to the bargaining unit. Prior to the implementation of any changes to these procedures, officers of the bargaining unit will have the opportunity to review and make recommendations on such changes. If the changes are not mutually accepted, the College may proceed without accepting the bargaining unit's recommendations.

VI.D.2. The College recognizes the bargaining unit's desire to have evaluation procedures accurately communicated and consistently applied. To further this end, prior to the beginning of each fiscal year (July 1st of each year) the College agrees to publish the final set of evaluation procedures to be applied during the upcoming evaluation cycle. During a two-month period prior to the publication of these procedures (April 1st through May 31st of each year), the Labor Relations Committee shall meet to discuss bargaining unit concerns relative to the evaluation process and any proposed changes to the evaluation system.

VI.D.3. Evaluations may be used to indicate a need for a development program to be initiated in order to improve performance. A development program shall be presented to the affected employee in writing by his/her supervisor or an administrator familiar with the employee's work expertise and will become part of that employee's personnel file. The College shall have the right to require an employee to participate in a development program when it deems appropriate. If, after development, such performance is deemed unsatisfactory by the Bargaining Unit Member's immediate supervisor it may result in discipline up to and including discharge.

VI.D.4. The content of evaluations is not grievable; however, the evaluation process is grievable.

VI.E. Parking

The College will provide parking for College staff, including employees covered by this Agreement, at no cost. Employees may park in all parking spaced allowed with their parking permit issued by the College.

VI.F 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 a 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 adhere to the process outlined in the job posting. 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.G. Job Vacancies (Voluntary Transfer)

VI.G.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.

No Bargaining Unit employee under active discipline shall be approved for a voluntary transfer.

VI.G.2. Order of Filling Vacancies

VI.G.2.a. Department: First consideration will be given to the employee(s) within the opening's department. The most senior qualified employee as determined by the College 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.G.2.b. Division: First consideration for the final departmental vacancy will be given to the employee(s) within the opening's division. The most senior qualified employee as determined by the college 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.G.2.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 as determined by the college 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.G.2.d. The College shall use the following criteria for skill determination when evaluating internal transfer candidates:

- Core criteria skill as 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.G.2.e. The successful bidder for the position shall be transferred to the new position full-time as soon as possible after he/she has been selected.

VI.G.2.f. Probation for Job Transferring

- The successful bidder is on probation for ninety (90) 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 for a total of 120 days. During the original probationary period, he/she will receive a written evaluation on the 45^{th} and 90^{th} 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.H. 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 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.I. Involuntary Transfer

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

VI.I.1. 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.I.2. 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 in a workday. 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. This provision does not apply during an emergency.

VI.J. 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.K. Job Descriptions

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

VI.K.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.K.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.K.3.a. In the event that a position becomes vacant for which the core skills were changed, then for a period of 120 days 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.K.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 90 (ninety) days 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.K.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.L. Off/On Campus Assignments

When working off campus, Bargaining Unit Employees may be reimbursed pursuant to the College's Travel Policy and Procedure.

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. Adjusted Work Schedule

When business conditions permit, supervision may allow employees limited leeway in scheduling starting and quitting times. An adjusted work schedule refers to work schedules that differ from the norm to accommodate special circumstances. Employees must obtain approval for an adjusted work schedule 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 employees on a standard work schedule. An adjusted work schedule may be used to cover occurrences of tardiness with approval of the supervisor. College schedules may take precedent over employee convenience at any time. The College retains the right to cancel adjusted schedules and require employees with an adjusted schedule to work standard hours. An adjusted work schedule is not subject to premium pay or grievance.

VI.N. Meal and Rest Breaks

VI.N.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.N.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.N.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.O. Holidays

The College observes the following paid holidays:

VI.O.1. New Year's Day, January 1

VI.O.2. Martin Luther King Day, 3rd Monday in January

VI.O.3. Memorial Day, last Monday in May

VI.O.4. Juneteenth, June 19th

VI.O.5. Independence Day, July 4th

VI.O.6. Labor Day, 1st Monday in September

VI.O.7. Veteran's Day, November 11

VI.O.8. Thanksgiving Day, 4th Thursday in November

VI.O.9. The Friday following Thanksgiving

VI.O.10. Christmas Day, December 25th

VI.O.11. 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 who's 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, at their discretion, the employee may work the normally scheduled Saturday or Sunday, at the normal rate of pay. In this case, the employee shall observe the holiday on the next scheduled workday, or by mutual agreement with the supervisor, within fourteen calendar days.

- 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 on approved leave or because of a confirmed illness or accident substantiated by a licensed physician or death in the employee's immediate family.

VI.P. Vacations

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

VI.P.1. Full-time Employees

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

Completed Years	Monthly Accrual Rate
0 – 6	.84 day (2 weeks)
7 – 12	1.25 days (3 weeks)
13 or more	1.67 days (4 weeks)

VI.P.2. Accumulation

The amount of accumulated vacation that an employee may have to his/her credit at any given time shall be determined pursuant to the College's Vacation Carry Forward Policy which states: Eligible employees that are subject to this policy may accumulate up to 160 hours (20 days) of vacation throughout a given fiscal year. Ten (10) days or 80 hours maximum may be carried over to the next fiscal year (July 1 – June 30). All of the Ten (10) days or 80 hours maximum carried over to the next fiscal year must be used and exhausted by December 31 of that calendar year.

VI.P.3. 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.

The College reserves the right to establish accrual leave blackout days to meet the operational needs of the College. The College will provide such dates at least six (6) months prior to the first day of a blackout period except in emergency situations.

VI.P.3.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 using the software

provided by the College 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 t end of the time period for the alternate submission shall deemed to be the department's committed vacation schedule t the calendar year. Any request received after such time, whetl the employee's initial submission or a request for alternate dat shall be accommodated strictly on date availability and fir come, first-served basis.

Calendar Year	First Submission	Alternate Submission
Jan – Dec 2023	11/06/22 to 11/17/22	11/20/22 to 12/01/22
Jan – Dec 2024	11/05/23 to 11/16/23	11/19/23 to 11/30/23
Jan – Dec 2025	11/04/24 to 11/15/24	11/18/24 to 11/29/24

VI.P.3.b. Non-Priority Vacation Scheduling – Any request received outside of the time period for Priority Vacation Scheduling by Seniority (dates listed above) shall be submitted, using the software provided by the College, at least seven (7) calendar days prior to the requested leave time, It will 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 using the software provided by the College

that the requested dates have been granted or denied. If the supervisor has not approved or denied the leave, it will be deemed to be approved.

VI.P.4. Emergency Cancellation

The College may cancel an employee's previously scheduled vacation leave where emergency circumstances so require. If the College does so, however, it will be obliged to make the employee whole by returning the vacation hours that were used due to the emergency.

VI.P.5. 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. Student Employee Assignment

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 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. 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.S. Placement/Unit Protection

VI.S.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.S.1.a. The involuntary, permanent transfer or involuntary, permanent reassignment of an employee to a non-bargaining unit position.

VI.S.1.b. The use of Student or Temporary Employee for Bargaining Unit work.

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

VI.S.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.T. Temporary Shift Change

An employee's shift may be temporarily changed from his/her regularly scheduled shift no more than once in any given workweek. If a temporary change is to occur, the employee shall be given at least twenty-four (24) hours notice prior to the commencement of his/her regularly scheduled shift, when practicable.

VI.U. 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.V. Supplemental Contracts

The College may establish a "pool" of Support Staff Bargaining Unit employees who are interested in working on assignments 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.

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. See Appendix A Beginning Wage Schedule.

VII.B. Wage Increases

Year One (July 1, 2026- June 30, 2027):

- Bargaining Unit Employees (hereinafter "BUE") will receive a 3% increase to their current pay rate, effective on the first full pay of Year One. A one time, 3% bonus of each BUE's annual pay shall be paid on the last paycheck of the 2026 calendar year.

Year Two (July 1, 2027- June 30, 2028):

- BUE's will receive a 3% increase to their current pay rate, effective on the first full pay of Year Two

Year Three (July 1, 2028- June 30, 2029):

BUE's will receive a 3% increase to their current pay rate, effective on the first full pay of Year Three*All references to Steps in the Beginning Wage Schedule (Appendix A) refer to the respective classification for each employee.

Upon reaching the seventh anniversary of employment at Hocking College, the employee will earn a one-time increase of $0.40 per hour to his or her base hourly pay rate.

Any employee that earns an associate degree and/or college required, industry certification while employed at Hocking College will earn a one-time increase of $0.40 per hour increase to his or her base hourly pay rate.

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) months in preceding contract year.

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.C. Overtime Pay/Premium Pay

VII.C.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.C.2. Premium Pay

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

In accordance ith Section VII.C.1, an employee may earn overtime pay at a rate of 1.5 of his or her regular hourly pay if he or she works more than 40 hours per week regardless of the time of day the work is performed. .

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

An employee required to report to work outside of his/her normal work hours shall be paid at 1.5 times their regular hourly pay rate for a minimum of two (2) hours unless the hours worked qualify for Overtime pay, in which case the employee shall be paid in accordance with section VII.D.1 above. If an employee with approved leave is required to report to work during his/her normal work hours he/she shall be paid 1.5 times their regular hourly rate of pay for a minimum of two (2) hours and be reimbursed for approved leave, as applicable.

VII.C.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 (10^{th}) work hour.

VII.C.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. Overtime Scheduling

VII.D.1. Notice

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

VII.D.2. 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.E. Compensatory Time Off

VII.E.1. 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 approved by their supervisor and submitted to the

Payroll Office at payroll@hocking.edu by the same date timesheets are due. The Payroll Office will remove the overtime and add compensatory time in the College's payroll system and note will be added on the timesheet for the week in which the work was performed.

VII.E.2. 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.E.3. 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.E.4. 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 the first full payroll in July at the rate of pay as of June 30 of each year.

VII.E.5. Compensatory time, calculations, and maintenance of records are kept in the College's payroll system.

VII.F. Pay Dates

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

VII.G. Emergency Closing

When due to an emergency main campus is closed to the public, pay for members of the Bargaining Unit shall be determined as follows:

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

VII.G.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.H. Pay Check Stubs

The paycheck stub shall be maintained as follows:

VII.H.1. Vacation accumulation, sick leave, personal leave and compensatory time shall be available for view via the internet.

VII.I. Tracking Time Worked

Time worked will be tracked electronically online using the College's software program. Timesheets must be updated daily, unless out on unscheduled sick leave. Unscheduled sick leave shall be recorded as soon as possible upon the employee's return to work, but no later than the last day of the pay period in which the absence occurred. Employees shall log in when they arrive at work then out/in for lunch and log out at the end of each day.

VII.J. Payroll Inquiry

If an alleged error is made in pay and/or related data displayed on an employee's check stub, the employee will notify the payroll department via email. 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.K. Direct Deposit

Direct deposit is required. The College will provide electronic transfer of payroll to a
bank of the Bargaining Unit employee's choice.

ARTICLE VIII
PAYROLL DEDUCTIONS

VIII.A. Legally Required Deductions

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

VIII.B. Individual Elective Deductions

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

Eligible Programs

VIII.B.1.a. Individual Retirement Accounts

VIII.B.1.b. Insurance payments under this Agreement

VIII.B.1.c. College Endowment and Scholarship Programs

VIII.B.1.d. HCEA Dues/Assessments

VIII.B.1.e. Ohio Public Employee's Deferred Compensation

VIII.B.2. Approval will be considered for new deductions if a minimum of twelve (12) employees exists. If all employees discontinue deductions in an existing program, renewal of deductions will resume when the minimums stated above are met. If new payroll deduction programs and/or amounts are requested the employee shall inform to Office the Human Resources.

VIII.B.3. Transmittal and Procedure

VIII.B.3.a. Deductions authorized under Section B shall be taken equally from each pay the employee is entitled to receive under this Agreement.

VIII.B.3.b. Deductions will be transmitted to the appropriate recipient within fifteen (15) calendar days after distribution of the pay from which deducted.

VIII.C. Association Dues and Assessments

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

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

VIII.C.1.b. The Association will provide the College's Payroll Manager, annually by September 30, the forthcoming membership year's schedule of Association dues and assessments.

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

Such authorization will continue annually thereafter unless the signatory revokes it using an Association-provided revocation form, which form is submitted to the College by the signatory during the annual thirty (30) calendar day withdrawal period ending August 31; provided, however, that if the employee asserts that official, Association provided revocation forms were not made readily accessible to him/her, a signed writing containing a clear statement of intent to revoke may be honored by the College, commencing with the next pay falling thirty (30) calendar days after the College has provided a copy of such written statement to the Association President.

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

VIII.C.1.e. Authorization forms submitted between October 1 and September 30 will be cause for deductions to commence beginning the first pay after receipt of said form and continuing in equal amounts for the remainder of the pays in that academic year (refer to VIII.C.1.a.) The Association will submit a form which will reflect the amount owed the remainder of the Association 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 is a member of the Association who resigns, takes an approved leave of absence, is laid off, or otherwise is separated from active College employment, shall have the remaining unpaid annual dues and assessments for that membership year, if any, deducted from the last paycheck received, to the extent that such funds are available in that check.

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

VIII.C.2.a. The College agrees to transmit deducted dues and assessments to the Association, accompanied with a list including the employee's names for whom such deductions were made, the period covered, and the amounts deducted for each employee.

VIII.C.2.b. Said dues and assessments will be transmitted to the Association monthly, within fifteen (15) calendar days after the last pay date in the preceding month.

VIII.C.3. Indemnification for Association Dues and Assessments: The Association agrees to indemnify the College for any cost or liability incurred as a result of the implementation and enforcement related to deduction of Association dues or assessments, provided that:

VIII.C.3.a. The College shall give fifteen (15) calendar days written notice to the Association President or representative of any claim made or action filed against the College for which indemnification may be claimed;

VIII.C.3.b. The Association reserves the right to designate counsel to represent and defend the College;

VIII.C.3.c. The College shall (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it or they so desire, and (3) not oppose the Association's or its affiliate's application to file briefs as amicus curiae in the action.

VIII.C.3.d. The College shall have acted in good faith compliance with the provisions of subsection 1 of this Section C. There shall be no indemnification if the College intentionally or willfully failed to implement the provisions of subsection 1 of this Section C, except where such intentional failure was in compliance with a court order.

Article IX Economic Benefits

IX.A. Insurance

The College shall provide eligible employees and their families with health, dental, vision, and life insurance. Current plan descriptions shall be posted on the Office of Human Resource's website. Eligible Bargaining Unit Employees may participate in any, or all, of the employer provided benefits.

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

Health Insurance

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

Vision Insurance

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

Dental Insurance

In accordance with insurance provisions, the College will provide eligible employees with 100% of the premium for single benefit for dental insurance, if elected. In accordance with insurance provisions, Employees shall have the

option of selecting family coverage in which event the College will pay 100% of the amount equating to the single premium amount and 85% of the excess cost of family coverage. The employee will pay the balance.

Life Insurance

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

Health Savings Account Contributions and Wellness Initiative

In an effort to promote health and wellbeing among Hocking College employees, the College provides a wellness initiative.

Employees shall have three options in relation to the wellness initiative and the HSA contribution.

a. Participate in the wellness initiative and receive $2600 ($100 per pay) into the employee's health savings account (HSA).

b. Decline to participate in the wellness initiative, pay an increased health insurance premium of twenty-five dollars ($25.00) per pay and receive $2600 ($100 per pay) into the employee's health savings account
(HSA); or

c. Decline to participate in the wellness initiative, pay the regular Health Insurance premium and the College will not deposit any funds into the employee's health savings account (HSA).

For members choosing option (a) above, to maintain eligibility to receive the full Hocking College HSA contribution, members are required to participate in all three components of a wellness initiative. This wellness initiative includes:

- A self-reported health risk assessment

- A biometric screening (blood draw); and

- Viewing of a brief video titled Know Your Numbers and completion of a quiz, which will help you better understand the results of your assessment and screening.

For members choosing option (a) or (b) above, the employee contribution to the Health Savings Account for Family and Individual participants will be

determined by the South Central Ohio Insurance Consortium (SCOI) and approved by the Board of Trustees each year.

IX.B. Tuition Scholarships and Reimbursements

IX.B.1. Scholarships

Tuitions for employees, their spouses, children, and grandchildren (up to age 23) for one associate degree, will be provided through full College tuition scholarships for coursework taken from the College. Courses that require tuition payment to institutions other than Hocking College are not eligible for the scholarship. To qualify, employees must be employed full-time for at least one year.

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 grade of C or better.

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.

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. Employee Discount

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

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). Paid out no more than once per calendar year. 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, bereavement leave, and two (2) personal days. 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

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

Article X
Leave

s Absence

X.A. Paid Sick Leave

A fulltime employee will earn paid sick leave at the rate of one and one-fourth (1 ¼) workdays per month of service. Permanent, part- time employees will earn that percentage of one and one-fourth (1 ¼) 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 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) 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.

Doctor's Certificate

When for three (3) or more consecutive workdays or for which FMLA protection is sought, when an employee has reached an excessive leave absence as described in XII.C., or if the College reasonably suspects unjust cause of leave, an employee who is absent on sick leave due to personal illness or injury or immediate family illness or injury shall be required to present a doctor's certificate from any medical provider including, but not limited to, 1-800-MD, minute clinic, etcetera, stating the cause of the absence.

Sick leave may be considered excessive when the rate of absence is five (5) percent or more of the working days within a "rolling calendar year." The calculation of the 5% absence rate shall be determined by comparing the number of hours of sick leave that occur compared to total hours scheduled on a rolling calendar year basis. Once an employee has reached a 5% absence rate, this will be determined excessive and the employee shall be required to submit a doctor's certificate for every absence following notification of excessive absences.

When the employee has worked four (4) consecutive months without using sick leave (after having reached the 5% criteria), the employee's absences are no longer considered excessive. 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 use of sick leave 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.

Calculation of the 5% absence rate ~~rule~~ includes the following amount of sick leave based on a rolling calendar year.

Number of Months	Number of Hours
9 months	>80 hours sick leave

Employee attendance should be monitored on a regular basis by the supervisor. Supervisors should alert employees when they have sixty (60) hours of sick leave absence in a 9-month period so that the Bargaining Unit member may monitor his/her own attendance. This written non-disciplinary notification will be provided to the employee within 48 hours of the absence which led to the sixty (60) hours of sick leave absence. Once an employee reaches the 5% maximum, supervisor should notify the Office of Human Resources.

Human Resources will then notify the employee of the 5% absence rate, providing a list of days/hours missed in the previous rolling calendar year. This notification will also include explanation that all future sick leave absences will require a doctor's certificate until the employee has completed four (4) consecutive months without using sick leave.

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

X.B. Paternity/Adoption Leave

Refer to Family and Medical Leave Act of 1993, available on the Office of Human Resource's website.

X.C. Maternity

Refer to Family and Medical Leave Act of 1993, available on the Office of Human Resource's website.

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 two (2) available days off with pay per calendar year. All current banked hours as of June 30, 2016 must be used by June 30, 2019 or forfeited. There will be no future banking of personal days.

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. If no response is given

by the supervisor within 48 hours, the requested day off shall be deemed approved. In case of an emergency, personal days will be approved the same day as needed.

X.E. Bereavement Leave

Available paid sick leave may be used for up to five (5) consecutive work days in the case of death of an Extended Family member to attend the funeral. In cases of death in the Immediate Family, one of the five available days may be taken without any deduction from accumulated sick leave. One day of available paid sick leave per year may be used in the case of the death of a unit co-worker during which to attend the funeral.

X.F. Request for Leave Form/Employee Statement

Employees must submit requests for leave electronically through the designated software provided by the College. Scheduled sick leave requests shall be submitted prior to the day of the occurrence. Unscheduled sick leave shall be recorded as soon as possible upon the employee's return to work, but no later than the last day of the pay period in which the absence occurred.

X.G. Jury Duty and Subpoenaed Testimony

Employees shall be compensated their regular rate of pay when serving on jury duty or when compelled to testify. Employees must remit to the Payroll Office any payment received for the above referenced service.

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 may 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 two weeks 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. Unpaid Leave

Employees may apply for a leave of absence without pay for such reasons as vacations, continuation of absence not covered by the Family and Medical Leave Act, or other matters not specifically covered by the Agreement. Employees shall give four (4) weeks' written notice of their request for such leave of absence, except in cases of emergency. All such Unpaid 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 – Due to Leave(s)

X.I.3.a. When an employee returns from an approved paid leave, or combination of approved paid leaves, or upon timely return from approved FMLA leave he/she shall be returned to the same or similar position held prior to the leave. If no position is available, the employee will be considered laid- off and placed on the recall list.

X.I.3.b. If during an approved leave a position(s) is abolished, and the reduction in force procedure is initiated, the person on leave will be processed in the reduction in force as though he/she were employed.

X.I.3.c. Failure to notify the College of a change in leave status, with documentation appropriate to each type of leave, may result in disciplinary action up to and including termination.

X.I.4. Worker's Compensation Leave and Pay

X.I.4.a. In the event an employee is disabled from working due to a work-related accident, such employee may utilize any time off with pay benefits for which eligible (such as personal use days, sick leave days, or unused vacation) in order to receive the equivalent of full weekly

paychecks during any minimum waiting period which must be served before Worker's Compensation benefit payments commence. If the employee receives, on a retroactive basis, any Worker's Compensation benefit payment attributable to such waiting period, the employee will assign and deliver the same to the College.

X.I.4.b. Employees on disability leave paid by Workers' Compensation will be considered on lay-off after fifty-two (52) weeks of absence. No benefits will be extended during the period of a disability leave. When able to return to work fulltime, the employee will return to the same or a similar position, if available. All effects of the Workers' Compensation Law will be followed.

X.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 last day 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 Bargaining Unit member'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. 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.E. 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.A. Absence defined: Absence is the failure of an employee to report for work when the employee is scheduled to work.

XII.A.a. Excused Absence occurs when all three of the following conditions are met:

i. The employee provides sufficient notice to his or her supervisor;
ii. Such absence request is approved by his or her supervisor, pursuant to the term of this Agreement;
iii. The employee has sufficient accrued leave time to cover such absence or has been approved for an unpaid leave of absence.

XII.A.b. Unexcused Absence occurs when one, or more, of the three conditions in (A.a.) is not met, unless waived by the supervisor.

XII.B. Sufficient Notice – To be considered an excused absence as defined in a), sufficient notice must be given to the supervisor. Sufficient notice is:

XII.B.1. For a scheduled absence of 8 hours or more, employees must give a notice of one week (7 calendar days).

XII.B.2. For a scheduled absence of less than 8 hours, employees must give a notice of two working days.

XII.B.3. For an emergency (unscheduled) absence

i. employees must notify their supervisor 30 minutes prior to the beginning of their shift, or

ii. during the employee's shift; employees must notify their supervisor prior to leaving the premises.

XII.C. Procedures

The supervisor must approve any exceptions to this provision or any conflicts in scheduling.

Employees must take earned accrued time for every absence unless otherwise allowed by college policy (e.g. Jury Duty, etc.). Hocking College uses a calendar year when determining an excessive amount of unexcused absences.

If it is necessary for an employee to be absent or late for work because of illness or an emergency, the employee must provide sufficient notice to his/her supervisor pursuant to XII.B.. If the employee is unable to call, someone must make the call for the employee.

Seventeen (17) hours (based on a rolling calendar year) of unexcused absence may subject employee to immediate termination. Progressive discipline will be administered according to the table below.

An unexcused absence will be documented for all employees who miss work when they are out of accrued leave time (sick/vacation), unless FMLA guidelines require a different practice.

Employees who have three (3) consecutive days of excused absences because of illness or injury must give Hocking College proof of physician's care. If an illness or injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided verifying:

i. The nature of the illness or injury;

ii. If and when the employee will be able to return to work, if applicable; and

iii. Whether the employee is capable of performing their regularly
scheduled duties, and if not, what duties the employee is capable of performing.

The employee is responsible for providing Hocking College with the above described physician's proof of physician's care. Without an acceptable excuse, the employee may be subject to immediate termination.

Tardiness
All employees are expected to report to work on time. If an employee cannot report to work as scheduled, the Supervisor should be notified no later than 30 minutes after the regular starting time. This notification does not excuse the tardiness but simply notifies the Supervisor that a schedule change may be necessary.

There is a 5-minute grace period in the morning and a 2-minute grace period when coming back from lunch. Supervisors will track when this grace period is used in excess, i.e. more than 10 times in one year. Once an employee has used 10 grace period allowances, they will forfeit use of a grace period and any tardiness will result in an unexcused absence.

Progressive Discipline for Unexcused Absences (based on a rolling calendar year)

First Instance	Verbal Warning
Second & All Future Instances Totaling Fewer Than 17 hours	Written Warning
At 17 Hours of Accumulated Unexcused Absences	Subject to Termination for Just Cause

ARTICLE XIII
DISCIPLINE AND DISCHARGE

XIII.A. Standard

Employees shall be disciplined or discharged for just cause only. Discipline shall be considered active for 365 calendar days from the date the discipline was administered.

XIII.B. Due Process

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

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

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

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

XIII.B.4. In instances of possible discharge:

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

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

XIII.C. Discipline

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

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

XIII.C.3. In instances of severe or repeated violations, the College reserves the right to implement immediate action, up to and including suspension from employment.

XIII.D. Discharge

XIII.D.1. No employee shall be discharged prior to the holding of a discharge hearing. The College, however, may suspend the employee from duty pending the discharge hearing. Such suspension shall be with pay for up to three (3) working days unless the hearing occurs earlier. Such suspension shall be with pay for more than three (3) working days in the case of unforeseen circumstances as mutually agreed to by the parties.

XIII.D.2. If the hearing is delayed beyond three (3) working days due to the Association's inability or failure to provide representation as specified in Subsection 3 of Section B of this Article, the balance of the suspension shall be without pay; provided, however, that the employee may elect to proceed with the hearing without Association representation at any time.

XIII.D.3. If the hearing is delayed beyond three (3) working days due to the fault of the College, the suspension shall continue to be with pay until such time as the College gives the employee notice that it is ready to proceed.

XIII.D.4. Loudermill hearings are conducted by the Human Resources Administrator. The purpose is to provide the employee an opportunity to respond to the charges delineated by the College.

XIII.E. Appeals

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

Article XIV
Probationary Period

XIV.1. All new employees shall be considered to be on probation for a period of 180 calendar days, commencing the first day in the position. However, the College may extend this probationary period for an additional 90 calendar days 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.

XIV.4. 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.5. 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 Temporary Employee(s) 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 Temporary Employee(s) 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. A bargaining unit employee under active discipline is not allowed to bump another employee.

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 annually. 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 three (3) 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 InTerm 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.

The College shall meet with IBLMC to discuss bargaining unit concerns relative to the evaluation process and any proposed changes to the evaluation system and the organization structure of the College as affects the terms of this Agreement.

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 be memorialized and the contract modified upon approval and posted on the College's website 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

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.

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 not withstanding any other provision of this Agreement.

Article XVIII
Duration

This Agreement is effective July 1, 2026 and will remain in full force and effect until 11:59 p.m. June 30, 2029.

In Witness Whereof, the parties have caused due execution of this Agreement the ____ day of June, 2026.

Lori Davis 7/15/26

Lori Davis
Hocking Technical College Education Association (OEA/NEA)

Betty Young 7/13/26

Dr. Betty Young, President
Hocking College

Chairman
Hocking Technical College, Board of Trustees

Appendix A
Beginning Wage Schedule

Beginning Wage Scale	**Starting Wage**	
	No Degree	**Associates Degree or Higher**
Custodial		
Schedule A		
Step 1	$12.57	$12.81
Step 2	$12.57	$12.81
Step 3	$12.57	$12.81
Step 4	$12.78	$13.03
Step 5	$13.03	$13.28
Maintenance		
Schedule B		
Step 1	$12.78	$13.03
Step 2	$13.04	$13.29
Step 3	$13.30	$13.56
Step 4	$13.57	$13.83
Step 5	$13.83	$14.10
Secretarial/Clerical I		
Schedule C		
Step 1	$12.57	$12.81
Step 2	$12.57	$12.81
Step 3	$12.57	$12.81
Step 4	$12.78	$13.03
Step 5	$13.03	$13.28
Technical		
Schedule D		
Step 1	$13.91	$14.18
Step 2	$14.18	$14.46
Step 3	$14.47	$14.75
Step 4	$14.76	$15.05
Step 5	$15.05	$15.34
Customer Service Representative / Bus Driver		
Schedule E		
Step 1	$12.57	$12.81
Step 2	$12.57	$12.81
Step 3	$12.57	$12.81

Step 4	$12.78	$13.03
Step 5	$13.03	$13.28
Secretarial Clerical II / Account Specialist I		
Schedule F		
Step 1	$12.78	$13.03
Step 2	$13.04	$13.29
Step 3	$13.30	$13.56
Step 4	$13.57	$13.83
Step 5	$13.83	$14.10
Account Specialist II		
Schedule G		
Step 1	$13.60	$13.86
Step 2	$13.76	$14.03
Step 3	$14.04	$14.31
Step 4	$14.32	$14.60
Step 5	$14.61	$14.89
Maintenance Tech II		
Schedule H		
Step 1	$20.00	$20.39
Step 2	$20.40	$20.80
Step 3	$20.81	$21.21
Step 4	$21.23	$21.64
Step 5	$21.65	$22.07
Food Service Employees		
Schedule I		
Step 1	$12.57	$12.81
Step 2	$12.57	$12.81
Step 3	$12.57	$12.81
Step 4	$12.78	$13.03
Step 5	$13.03	$13.28

Appendix B

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 employees will receive a $400.00 increase to his/her salary.

2. To receive the bonus to the base salary all coursework, training, workshop, 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 grades 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.