



AGREEMENT BETWEEN

**OWENS COMMUNITY
COLLEGE**

AND THE

OWENS FACULTY ASSOCIATION



OWENS
COMMUNITY COLLEGE

November 1, 2017 - October 31, 2020

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AND THE
OWENS FACULTY ASSOCIATION**

PREAMBLE

This Agreement, made and entered into as of the 1st day of November, 2012, in Perrysburg, Ohio, is by and between Owens Community College, 30335 Oregon Road, Perrysburg, Ohio 43551 (hereinafter "College") and the Owens Faculty Association (hereinafter "Association").

Use of the words "he," "she," "his," "her," "men," "man," and "person" are meant to include individuals of either sex. Article and section headings are provided for the convenience of the reader and are not to be considered part of this Agreement.

Whereas, the parties have met in collective bargaining negotiations in the interest of harmonious relations between the College, the Association, and the members of the bargaining unit; and

Whereas, it is in the interest of both parties to foster efficiency and excellence in the operations of the College; and

Whereas, nothing contained herein shall be construed to allow the College to take any action that would directly undermine the integrity of the bargaining unit without first bargaining with the Association;

Now, therefore, the College and the Association agree as follows.

ARTICLE 1 RECOGNITION AND SCOPE OF UNIT

SECTION 1.00.00 **Recognition** -- Owens Community College [College] recognizes the Owens Faculty Association [Association] as the sole and exclusive representative of the full-time teaching faculty, the full-time counselors, Academic Program Lab Technicians, Professional Library Staff, and Child Care Lab Teachers of all Campuses for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

SECTION 1.01.00 Exclusions to Bargaining Unit -- Excluded from the unit are Deans, Chairs of Departments or Divisions, Directors, management-level employees, supervisors, part-time and half-time faculty members, confidential employees, students, interns, casual and seasonal employees as defined in O.R.C. Section 4117 and all other employees.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.00.00 The College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities in such manner as the College shall determine. The exercise of these powers, rights, authority, responsibilities and prerogatives of management is reserved and retained exclusively by the College.

The College's right to manage its operations shall include, but not be limited to, its rights to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;
- B. Direct, supervise, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of College operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, grant tenure, promote, or retain employees;
- F. Determine the adequacy, size, qualifications, and composition of the work force;
- G. Determine the overall mission of the College;
- H. Manage effectively manage the work force and maintain discipline, safety, and order;
- I. Take actions necessary to carry out the mission of the College as a governmental unit;
- J. Establish, modify and enforce reasonable rules of conduct and standards of performance;
- K. Initiate, determine, develop, adopt, modify, and delete degree programs, certificate programs, credit courses, and non-credit activities and approve and authorize the courses and programs offered by the College;

- L. Determine program and course curriculum content, objectives, grading standards, and procedure; and
- M. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

These management rights are subject to the express terms of this Agreement.

ARTICLE 3 ASSOCIATION RIGHTS

SECTION 3.00.00 The College will recognize the duly elected and interim Association officers and representatives. The Association agrees to notify the College in writing of the names of such officers and representatives. Representatives, including interims, will not be permitted to engage in representation activities until such notification is accomplished through electronic mail delivery confirmation.

SECTION 3.01.00 The Association shall be permitted reasonable use of College facilities, audiovisual equipment, and College leased/owned computers in a bargaining unit member's office for purposes of transacting official Association business for the bargaining unit provided that such use does not interfere with the normal business hours and operation of the College or the performance of duties by any employees. Such use must be arranged through the appropriate College official.

If use of any College facility or equipment results in additional expense, the Association shall reimburse the College for costs that would not otherwise be incurred. In consideration of the use of facilities, the Association agrees to hold the College harmless from and against all loss, liability, damage or injury to person or property in connection with the use of College facilities or equipment. The Association will reimburse the College promptly for all loss, liability, damage or injury to person or property so long as such loss, liability, damage or injury is due to some fault of the Association or its members.

SECTION 3.02.00 Access to the Bookstore and Copy Center machines and/or services shall be available to the Association at the same cost as departmental charge backs, provided unreasonable demands are not placed upon secretarial or clerical help and normal College procedures are followed.

SECTION 3.03.00 College telephones may be used to conduct toll-free calls for Association business regarding the bargaining unit provided that such use does not interfere with College use of the telephones or the performance of duties by any employee. Toll calls on College

telephones for any purpose other than College business are to be charged to personal calling cards.

SECTION 3.04.00 The Association shall be permitted exclusive use of one bulletin board in each of the applicable office areas on all College campuses where bargaining unit members are regularly assigned. The Association shall be permitted use of the bargaining unit member mailboxes and the intra-college mail services for communication with members of the bargaining unit regarding Association business.

- A. Association bulletin boards shall only be used for official union notices and the signature of a duly authorized Association representative shall be required on each posting, to signify that the posting has been hung with the Association's approval.
- B. Any posting appearing on an Association bulletin board that is not in compliance with the requirement identified herein shall be immediately removed by the Association once it receives a written request from the college to do so.

SECTION 3.05.00 The College will provide to the Association one (1) copy of this Agreement.

SECTION 3.06.00 Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs or the performance of duties by any employee.

SECTION 3.07.00 The College will continue to make parking available to bargaining unit members without charge. The issue of designated campus parking for bargaining unit members will be mutually discussed in terms of feasibility, cost, time table for implementation, etc. by the Mutual Interests Forum (MIF).

SECTION 3.08.00 The College will continue to provide the Association with office space in Transportation Technologies 220-222 or equivalent office space on the same College campus as the President's Office including all electronic access to the College's computer network and all furniture and typical office fixtures necessary to conduct Association business. The Association shall be responsible for the costs of telephone installation and service, if same is desired by them. Should the identified office spaces become unavailable due to renovation or changes in facility usage, the College will notify the Association in writing a minimum of ninety (90) days in advance. Access to the college's computer network shall be defined as access to the Intranet

through the College student computer network and shall be in accordance with the computer usage policy.

SECTION 3.09.00 Two (2) reserved parking spaces within minimum walking distance of the Association office shall be reserved for the Association.

SECTION 3.10.00 The Association shall receive board agendas, agenda materials and approved minutes prior to all open board meetings, and shall have, according to the bylaws of the board, the right to address the board regarding College business and agenda items.

SECTION 3.11.00 Copies of the Semester Load Report shall be given to the Association by the 30th day of the semester and made available for review in each building office area of bargaining unit members.

ARTICLE 3.A ASSOCIATION REPRESENTATIVES RIGHTS--LEAVES

SECTION 3.A.1 The Association officers and representatives may, during normal working hours and without loss of time or pay, attend disciplinary and grievance meetings provided they notify their supervisors at least twenty-four (24) hours in advance of any such meeting. Substitution for scheduled classes and substitution for the maintenance of minimum staffing levels for accreditation requirements are the responsibility of the supervisor.

SECTION 3.A.2 The College agrees to provide the Association President and Vice President or their designees up to three (3) days each per year of the Agreement to attend training/conferences sponsored by the American Federation of Teachers (AFT) or Ohio Federation of Teachers (OFT). The three (3) days provided to the Association President or designee shall be without loss of pay, and the three (3) days provided to the Vice President or designee shall be without pay. The Association shall notify the Manager of Labor Relations, Workers' Compensation and Immigration or other designated individual in writing, at least fifteen (15) working days prior to the training/conference of any anticipated absences. The standing OFA President shall receive three (3) credit/contact hours of release time per semester, in order to conduct College/OFA business.

SECTION 3.A.3 Effective Fall Semester 2009 and successive semesters thereafter the Association shall be granted twenty-four (24) hours per semester of release time. The release time is to be distributed among Association officers as determined by the Association President. The Association President shall notify the Manager of Labor Relations, Workers' Compensation and Immigration or other designated Individual of the

distribution of these contact hours fourteen (14) days prior to the commencement of each academic semester.

ARTICLE 3.B ASSOCIATION SECURITY AND CHECKOFF

- SECTION 3.B.1** As a condition of continued employment, on or after sixty (60) days following beginning of employment, or the effective date of this Agreement, whichever is later, the members of the bargaining unit shall become members of the Association or pay to the Association a fair share fee. Such fee shall be deducted from the paychecks as provided in Ohio Revised Code, Section 4117.09(C).
- SECTION 3.B.2** The College will deduct from the pay of the members of the Association covered by this Agreement any dues, assessments, and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorization cards executed by the Association members for that purpose.
- SECTION 3.B.3** The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Association. All authorized deductions shall be made from the pay of the bargaining unit members in equal payments over the course of the year. Pay deductions will be transmitted to the Association after each pay.
- SECTION 3.B.4** All deductions made under these provisions, together with an alphabetical list of names of all Association members whose fees and/or dues have been deducted, shall be transmitted to the Association no later than the tenth (10th) day following the end of the pay period in which the deductions were made, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.
- SECTION 3.B.5** The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement, provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

SECTION 3.B.6

The College shall furnish to the Association the names of all newly hired employees covered by this Agreement together with their classifications, academic divisions and departments along with their home addresses and telephone numbers as they appear on the records of the College.

ARTICLE 4 GRIEVANCE PROCEDURE

SECTION 4.00.00

A grievance is defined as any dispute regarding the interpretation or application of the collective bargaining Agreement or alleged past practice between the College and an individual member or members of the Association. An officer of the Association may sign a grievance on behalf of designated members of the bargaining unit; if known, such members must be identified by name in the written grievance and are considered to be Grievants for purposes of this procedure. The aggrieved employee(s) and/or his/her/their designated representative(s) (Grievance Committeeperson[s]) shall be present at all steps of the grievance procedure.

SECTION 4.01.00

The following general information and definitions apply to this Article:

- A. Solely for the purposes of this Article, a "day" is a day Monday through Friday, excluding weekends, holidays or days on which the College is closed.
- B. Time limits provided herein shall be adhered to as maximums to ensure rapid resolution of the grievances. Time limits may be extended only by mutual agreement, in writing, by the parties.
- C. Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member, or an officer of the Association having a complaint or problem, to discuss the matter informally with members of the administration through usual channels of communication.
- D. All written communications are to be signed by the sender.

SECTION 4.02.00

Step One (Informal) -- The College and the Association agree that a number of potential grievances may be avoided if the affected bargaining unit member(s) and the appropriate College administrator (at the lowest level of administration with the ability to resolve the grievance) are able to discuss and resolve the grievance. The administration will work to make this Step in the grievance procedure more effective by working with leaders at this level on issues of contract interpretation and independent decision-making.

The Grievant(s) must e-mail the appropriate first-line supervisor with the request for a conference within ten (10) days after the event or occurrence or constructive knowledge thereof. The e-mail must inform the immediate supervisor that he/she is initiating the grievance process. The email must state the grievance, contract provisions allegedly violated, and remedy sought.

The immediate supervisor has ten (10) days from receipt of the notification to acknowledge receipt, meet regarding the grievance, and attempt resolution of the grievance.

SECTION 4.03.00 **Step Two (Formal)** -- If resolution to the grievance is not achieved through informal discussions, the grievance shall be reduced to writing within five (5) days of the failure of Step One and sent to the appropriate second-line supervisor. Step Two paperwork for grievances by any bargaining unit member without a second-line supervisor shall move directly to Step Three. The written statement must state the grievance, contract provisions allegedly violated, and remedy sought.

SECTION 4.03.01 A conference between the Grievant(s), Grievance Committeeperson(s), and the appropriate supervisor must take place within five (5) days of receipt of the written statement from the Grievant(s). Other representatives of the College and the Association with pertinent information or involved in the grievance process may also attend the Step Two meeting. A written response from that supervisor to the Grievant(s) and the Association must be submitted within five (5) days of the conference.

SECTION 4.04.00 **Step Three** -- In the event the grievance is not resolved to the satisfaction of the Grievant(s) at Step Two, the Grievant must send a written statement to the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration within five (5) days of completion of Step Two. The written statement must contain the information required in Step Two above and must also:

- A. State specific remedy sought
- B. Explain dissatisfaction with remedy offered at Step Two.

SECTION 4.04.01 A conference involving the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration, the Grievant(s), and Grievance Committeeperson(s) will be held within ten (10) days of receipt of the written statement from the Grievant(s). The Vice President of Academic Affairs/Provost or the Chief Technology Officer will attend the conference if deemed appropriate by Human Resources or if requested by the OFA. Such requests will be submitted to the General

Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration. Other representatives of the College and the Association with pertinent information or involved in the grievance process may also attend the Step Three meeting.

SECTION 4.04.02 Within ten (10) days of the conference, the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration will submit a written response to the Grievant(s) and the Association.

SECTION 4.05.00 **Step Four** -- In the event the grievance is not resolved at Step Three, the Association may, within fifteen (15) days of its receipt of the Step Three answer, advance the grievance to arbitration by giving simultaneous written notice of such appeal either to the American Arbitration Association or to the Federal Mediation and Conciliation Service and to the President of the College. If the American Arbitration Association is selected, the parties will share in the cost to obtain a list of potential arbitrators. The American Arbitration Association or Federal Mediation and Conciliation Service will submit a list of nine (9) arbitrators in Ohio, Michigan, and Indiana.

Within ten (10) days of receipt of the list, an Arbitrator shall be selected by the alternate striking method with the order of striking determined by a coin toss. Grievances shall be arbitrated separately, unless they arise out of the same facts.

SECTION 4.05.01 The power of the Arbitrator shall be limited to the written Agreement, and he/she shall have no power to add to, subtract from, or modify the terms of this Agreement. Any award by the Arbitrator shall be strictly within the limits of the grievance as presented in writing and shall be final and binding on the parties.

SECTION 4.05.02 The College and the Association will each individually bear their own expenses associated with the grievance and arbitration process. The unsuccessful party to the grievance will pay 100 percent (100%) of the cost of the following: (1) Arbitrator's fees and expenses; (2) arbitration hearing room; and (3) other joint costs mutually agreed upon.

SECTION 4.06.00 To the extent possible, grievance meetings shall be scheduled at mutually convenient times and locations, which shall not conflict with a Grievant's or Grievance Committeeperson's teaching/work schedules.

SECTION 4.06.01 The time limits provided in this article may be extended by mutual agreement of the parties. Such agreement shall be in writing and

initiated by the requesting party. Otherwise, if any party fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step.

SECTION 4.07.00

The Association may elect a Grievance Committeeperson for each school (and one (1) for the Findlay Campus), who shall be recognized as a representative of the Association for purposes of this procedure upon written notification to the College. The Association shall promptly notify the College of their Grievance Committee representatives in writing and of any changes of the employees holding such positions. The authority of the Grievance Committeeperson(s) shall be limited to, and shall not exceed, the investigation of grievances and the attendance at grievance meetings in accordance with the provisions of the Agreement.

SECTION 4.08.00

Timely placement of a written grievance or answer in the intra-campus mail system shall constitute submission thereof for the purposes of this procedure, delivery confirmation required.

ARTICLE 5 NO STRIKE AND NO LOCK-OUT

SECTION 5.00.00

During the term of this Agreement or any extension thereof, the Association and its members shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slowdown, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference, sympathetic or otherwise, with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this Agreement and any extension thereof in continuing operations of the College in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article.

SECTION 5.01.00

In the event any interference described in Section 5.00.00 above occurs, the Association shall promptly notify all employees that such conduct is not in any way sanctioned or approved by the Association. The Association shall also promptly inform all employees that they should return to work at once.

SECTION 5.02.00

The College shall not lock out any or all of its employees during the term of this Agreement.

ARTICLE 6 BARGAINING UNIT MEMBER CONTRACT YEAR

SECTION 6.00.00 With the exception of the positions noted in Section 6.00.01, each bargaining unit member will be assigned duties by the College on a maximum of 173 days between August 1 and the Friday before Memorial Day, inclusive, effective with the 2006-2007 Academic Year. Commencements shall be included as an assigned duty day. The College reserves the right to establish and change the annual academic calendar; provided, however, the College will, in the exercise of its sole discretion, endeavor to provide such periods between the completion of one academic year and the beginning of the next academic year as are appropriate, in view of the College's operational goals, during which periods no duties will be assigned to faculty members without their consent.

SECTION 6.00.01 Bargaining unit members shall work annual appointments that are 173, 180, 190, 210, 220, 228 days or 12 months in length, depending upon the bargaining unit position.

Counselors under a regular appointment who are currently assigned duties beyond 173 days will have their contracts maintained at the current number of days, unless mutually agreed otherwise. Counselors hired under a regular appointment after April 24, 1995, will be hired in accordance with Section 6.01.00.

SECTION 6.01.00 A calendar of required duty days for an academic year will be provided to each bargaining unit member on or before July 1 preceding the beginning of that academic year. Bargaining unit members' duty day calendar must be approved by immediate supervisor.

ARTICLE 7 DUTIES AND RESPONSIBILITIES

SECTION 7.00.00 All bargaining unit members shall:

- A. Have the option to participate in advising students that seek advising assistance.
- B. Attend and/or participate in College faculty meetings, division meetings, department meetings, the outcomes assessment process, and accreditation processes* (*i.e., provide data: syllabi, grades, professional development). (cf. Appendix C)
- C. Assume responsibility for keeping a credential file current by providing on at least a yearly basis, all evidence of professional

growth, professional development, copies of current certifications and up-to-date transcripts.

- D. If required by accrediting agency requirements, bargaining unit members will develop, obtain approval of appropriate supervisory personnel, and carry out a planned program of individual professional development and professional service.

SECTION 7.01.00

Bargaining unit members with full-time teaching responsibilities shall, as applicable to the bargaining unit member's responsibilities to his/her department, division, and to the College:

- A. Provide instruction, conduct classes, laboratories, and clinics, directed practice, clinical applications, miscellaneous applications, and participate in cooperative work experience assignments, practicums, or field experience supervision, in accordance with the philosophy of the College and within the scope of a defined course of study.
- B. Cooperate in the development and revision of curriculum, preparation of course outlines, selection of textbooks, library materials, equipment and supplies, and the selection and preparation of instructional materials.
- C. Prepare detailed syllabi that follow the prescribed outline for each course and provide each student and the department Chair with a copy of the syllabus. This will be done on the first day of class, if possible.
- D. Evaluate student progress through appropriate academic methods. Bargaining unit members who teach the lecture portion of courses that have clinical or laboratory components will communicate with clinical or laboratory instructors during scheduled office hours.
- E. Keep accurate records and submit grade reports, attendance reports, and other reports required by the Administration by the stated deadline. Grade books and attendance records are the property of the College and must be submitted to the Chair at the end of each academic year.
- F. Meet all assigned classes and post a schedule of office hours. Where the amount of time required in class does not prohibit it, the bargaining unit member will be expected to schedule 7 office hours per week for students. Seven open hours [OFFICE] will be indicated. Three office hours will be on campus. Bargaining unit members required to maintain OFFICE hours may be in an alternative location

as long as they take the time to meet with students and post their location when outside the office during scheduled OFFICE hours. Travel for college-related business may be counted toward the OFFICE requirement. The length of any OFFICE hour indication will be 30 minutes or more.

- G. Maintain to the extent reasonably possible, appropriate conduct of students in the classroom. Serious or perceived to be serious problems should be referred to the bargaining unit member's Chair or the Department of Public Safety.

SECTION 7.01.01

Each Counselor under a regular appointment shall, as applicable to the Counselor's responsibilities to his/her department, division, and to the College:

- A. Provide short-term personal counseling, which is defined as a maximum of five sessions. Additional sessions may be provided with the concurrence of the Director Academic Enhancement and Counseling or other designated individual. (Long-term counseling issues are to be referred to private counselors or social service agencies.)
- B. Provide support groups, group counseling sessions, or workshops as approved by Director of Academic Enhancement and Counseling or other designated individual to deal with appropriate counseling issues; including, but not limited to alcohol abuse, substance abuse, spouse abuse, adult survivor groups, confidence, esteem, adult re-entry, parenting, and personal growth.
- C. Administer and interpret psychological tests and tests related to counseling issues. Within appropriate licensing requirements, provide specialized psychological assessments and psycho-educational testing and maintains the instruments under appropriate agreements.
- D. Based upon student requests or referrals, work with students to develop probation or dismissal plans. Plans are to be submitted to Academic Dean for approval.
- E. Document student participation in counseling by completing required forms approved by the Director of Academic Enhancement and Counseling or other designated individual.
- F. Provide individual and group career counseling upon request or referral.

- G. Participate in the development and implementation of new counseling initiatives and programs that are consistent with the mission and purposes of the College.
- H. Provide approved materials for students on counseling topics that are of interest to or appropriate for student populations.
- I. Provide in-take services as assigned by the Director of Academic Enhancement and Counseling or other designated individual for four (4) hours per week.
- J. On a rotational basis, maintain a schedule of hours on the Findlay Campus.
- K. On a rotational basis, maintain evening hours.

SECTION 7.01.02

Bargaining unit members (non full-time teaching faculty) who joined the bargaining unit on or after September 3, 2003, refer to Appendix D: Job Descriptions.

SECTION 7.02.00

Teaching Load -- Bargaining unit members with full-time teaching responsibilities on a college-wide basis will be scheduled with a normal teaching load or will be compensated for overload assignments. Bargaining unit members will have first choice for selection of classes.

First consideration for teaching load will be given to qualified bargaining unit members with full-time teaching responsibilities with the highest Association seniority within the department or discipline offering the course. Once bargaining unit members within the department or discipline offering the course have selected their load and overload, second consideration will be given to full-time bargaining unit members with full-time teaching responsibilities with the highest Association seniority that are qualified to teach the course. Third consideration will be given to full-time bargaining unit members with the highest Association seniority that are qualified to teach the course.

If a department(s) reorganizes, faculty hired prior to the reorganization retain their full teaching seniority rights for all disciplines regardless of the department they eventually select or to which they are assigned. Faculty assignments will be made utilizing qualifications, seniority and accreditation standards. (See Article 12.03.00)

First consideration for campus-wide courses will be offered to qualified bargaining unit members with full-time teaching responsibilities with the highest Association seniority.

Denial of teaching load request requires written explanation to the bargaining unit member by the department Chairperson or the School Dean.

If a new section is added by the College after course requests and assignments are made, those sections shall be offered to all eligible bargaining unit members by seniority as defined in this section.

Bumping Rights - If a request is denied or class cancelled, all bargaining unit members shall be able to bump any less senior or non-bargaining unit member. Qualified full-time teaching bargaining unit members shall be able to bump any full-time non-teaching bargaining unit member.

SECTION 7.02.01

Teaching load is defined as, but not limited to, classroom lectures, assigned laboratories, clinical labs, distance learning courses, web courses, co-ops, work experiences, observation hours, field experiences, directed practice, clinical applications, clinical reflections, applied lessons, open entry/exit, flexibly scheduled, video/telecourses, weekend courses, degrees at a distance, miscellaneous applications, and practicums whether on or off campus.

SECTION 7.02.02

The courses offered through alternative forms of instructional delivery are voluntary and may be requested by a bargaining unit member.

Teaching all online classes does not alleviate the obligation to fulfill professional responsibilities as delineated in Article 7.

First consideration for alternative forms of instructional delivery will be given to qualified bargaining unit members with full-time teaching responsibilities with the highest Association seniority within the Department or discipline offering the course that they are qualified to teach. Second consideration will be given to full-time bargaining unit members with full-time teaching responsibilities with the highest Association seniority that are qualified to teach the course. Third consideration will be given to full-time bargaining unit members with the highest Association seniority that are qualified to teach the course. Course credit/contact hours will be counted in the calculation of normal load or if applicable, overload. Assignment of these types of instruction will be at the discretion of the Department Chair.

Denial of an alternative form of instructional delivery request requires written explanation to the bargaining unit member by the department Chairperson or the School Dean.

If a new section is added by the College after course requests and assignments are made, those sections shall be offered to all eligible bargaining unit members by seniority as defined in this section.

Bumping Rights - If a request is denied or class cancelled, all bargaining unit members shall be able to bump any less senior or non-bargaining unit member. Qualified full-time teaching bargaining unit members shall be able to bump any full time non-teaching bargaining unit member.

SECTION 7.03.00 Normal load shall be defined as 15 credit/contact hours per semester.

At the discretion of the Chair, he/she may assign, for purposes of contact hour load calculation only, 15 contact hours. Contact overload hours start when hours exceed 15 hours.

SECTION 7.03.01 Any person teaching or training at/or for Owens Community College in excess of 12 credit hours or 12 contact hours in one academic term shall be considered a member of the bargaining unit and is covered under all provisions of this Agreement upon certification of their pay requisition(s).

SECTION 7.04.00 The following activities will be considered when determining a normal load as defined in Section 7.03.00:

- A. For each course preparation above three (3) in a semester, a faculty member shall receive .6 contact hours. A “course preparation” is considered to be a particular “course” and not an individual “section.” Therefore multiple sections of the same course count as one (1) course preparation for compensation calculation.
- B. For co-ops with related duties, a faculty member shall receive .3 contact hours per student (in lieu of the credit hours assigned to such courses). Required co-op seminar will be calculated into load on a one (1) lecture hour to one (1) credit/ contact hour ratio.
- C. For field experiences with related duties, a faculty member shall receive .3 contact hours per student (in lieu of the credit hours assigned to such courses). Field experiences will not receive class preparation credit for involvement of less than ten (10) students. With the exception of corporate programs, field experiences with less than ten (10) students will be voluntary. Multiple sections may be combined to ensure a course runs.
- D. For practicums, clinical applications, applied lessons, independent studies and miscellaneous applications with related duties, a faculty

member shall receive .6 contact hours per student (in lieu of the credit hours assigned to such courses). Required seminars will be calculated into load on a one (1) lecture hour to one (1) contact hour ratio. Independent Studies will be calculated as overload.

- E. For directed practice with related duties, a faculty member shall receive one (1) credit/contact hour for each hour of assigned directed practice (in lieu of the credit hours assigned to such courses). Required seminars will be calculated into load on a one (1) lecture hour to one (1) credit /contact hour ratio.
- F. For a course section size of 50 or above, a faculty member shall receive 1.25 contact hours.
- G. Class size standards per section shall be as follows:
 - 1. Developmental English - 15 students
 - 2. Developmental Math/GST- 22 students
 - 3. Distance/Web courses- 25 students
 - 4. English Comp. courses- 20 students

The number of students which exceed the stated standards per section require the approval and signature of the assigned bargaining unit member. Any such addition shall require the signed approval of the assigned bargaining unit member. The bargaining unit member assigned to the class section shall receive seventy-five dollars (\$75). This shall be based on the number enrolled in the class section as of the last date for students to add such class.

Labs and clinicals that are dependent upon work stations and/or regulations are exempt. Lab and clinical size shall be established on the basis of equity and fairness to the student by the bargaining unit members in that department and consistent with maintaining the quality of instruction at a community college level.

- H. College Exam Week shall be defined as Monday – Friday, with the exception of Weekend College.
- I. Bargaining unit members who enroll students in the Owens Honors Program will receive a stipend of one hundred seventy three dollars (\$173) per honors student. Said stipend will be in addition to the bargaining unit member’s contractual base pay. Bargaining unit member’s assigned, and/or teaching, core designated Honor’s courses receive no additional compensation or stipend.

SECTION 7.04.01

Course Development – Course development is optional and bargaining unit members with full-time teaching responsibilities retain right of first refusal by seniority within the Department or discipline developing the course. For developing a new course (including a “290” course), as determined by the Chair, a bargaining unit member shall receive the following credit hours or contact hours. Remuneration will be based upon the overload rate and paid in an ancillary contract following receipt of the materials listed in "A" or "B" below. The criterion providing the greatest remuneration (credit or contact hours) will be the sole basis for the computation. Neither the credit nor the contact hours will be considered or calculated as part of the normal load.

- A. For lecture, telecourse, videocourse, independent learning courses, independent studies, etc., a bargaining unit member will receive the full credit/contact hours assigned to the course. To be considered complete, the following materials must be submitted to the Chair: course outline; course syllabus; guides, manuals, or lab manuals; tests or assessment materials; handouts (including multimedia materials); and bibliography. (When an existing “290” course is assigned a permanent course number, the bargaining unit member who developed the course will not be eligible to receive additional credit/ contact hours associated with the development of such course.)
- B. For “existing” courses converted to a web course or a web course converted to a land-based course, a bargaining unit member will receive one-half of the credit hours or contact hours assigned to the course. To be considered complete, the following materials must be submitted to the Chair: course outline; course syllabus; guides, manuals, or lab manuals; tests or assessment materials; bibliography; electronic links to other sites or resources; and identification of how classroom discussion will occur.
- C. The individual who develops the new course will be given the opportunity to teach at least one (1) section of the new course the first time it is offered.

SECTION 7.04.02

Release time – Teaching/Pedagogy/Technology issues: The College recognizes that there may be times in which specific areas of teaching and learning may require work that is above and beyond normal faculty load. When the College deems these special projects necessary, release time may be given. These projects will be open to full-time faculty with necessary expertise. Special projects are optional and bargaining unit members retain the first right of refusal by seniority. These appointments are at the bargaining unit member’s option and the College’s discretion. Examples: major pedagogical changes to impact

completion, training others in new pedagogies, major technological or industry changes, etc.

Areas outside of faculty work – The College recognizes that there may be times in which faculty bargaining unit members have expertise needed for special projects outside of teaching and learning. In order to best utilize the skills available, the College may grant release time for these projects. Special projects are optional and bargaining unit members retain the right of first refusal by seniority. These appointments are at the bargaining unit member's option and the College's discretion. Examples: any administrative work, advising, student services, etc.

SECTION 7.04.03

Redevelopment/Major Revision – The College recognizes that advances and changes in technology or industry may precipitate the necessity for course development and/or redevelopment as determined by the College. A major course revision is optional and bargaining unit members with full-time teaching responsibilities retain the right of first refusal by seniority within the Department or discipline developing the course. For executing a major course revision, as determined by the Chair, a bargaining unit member shall receive one half of the credit or contact hours assigned to the course. Remuneration will be based on the overload rate and paid in an ancillary contract following receipt of materials mutually agreed upon between the faculty member and chair. The criterion providing the greatest remuneration (credit or contact hours) will be the sole basis for the computation. Neither the credit nor the contact hours will be considered or calculated as part of the normal load.

SECTION 7.05.00

Overload -- Overload may be requested by any bargaining unit member with full-time teaching responsibilities. First consideration for overload will be given to qualified bargaining unit members with full-time teaching responsibilities with the highest Association seniority within the Department or discipline offering the course. Second consideration will be given to full-time bargaining unit members with full-time teaching responsibilities with the highest Association seniority who are qualified to teach the course.

Denial of an overload request requires written explanation to the bargaining unit member by the departmental Chairperson or the School Dean.

If a new section is added by the College after course requests and assignments are made, those sections shall be offered to all eligible bargaining unit members by seniority as defined in this section.

Bumping Rights - If a request is denied or class cancelled, all bargaining unit members shall be able to bump any less senior or non-bargaining unit member. Qualified full-time teaching bargaining unit members shall be able to bump any full-time non-teaching bargaining unit member.

Overload will be limited to eight (8) additional credit/contact hours per semester.

SECTION 7.05.01

Overtime – Whenever practicable, the work week for bargaining unit members without full-time teaching responsibilities is defined as Monday-Friday and shall be five (5) consecutive work days unless mutually agreed upon by the bargaining unit member and their immediate supervisor. This paragraph is construed only as basis for overtime and shall not be construed as a guarantee of hours per day or per week.

The College will not require bargaining unit members to be on stand-by, accessible by electronic pager/cell phone or be in attendance for meetings, college functions and/or training at times other than regularly scheduled work hours and days without overtime compensation and/or stipend of \$50.00 per pay period.

The college shall be the sole judge of necessity of overtime. Overtime may be requested of a bargaining unit member not protected by the overload clause and shall be subject to the following provisions:

- A. Overtime in excess of regular workweek -- overtime shall be paid at one and one-half (1-1/2) times the bargaining unit member's applicable classified straight-time rate or bargaining unit member's choice of compensatory time at one and one-half (1-1/2) times the overtime hours in excess of forty (40) hours (37.5) on-campus per workweek and/or anytime on Saturday unless mutually agreed upon by the bargaining unit member and their immediate supervisor. Bargaining unit members shall be paid double their applicable classified straight-time rate or bargaining unit member's choice of compensatory time at two (2) times the overtime hours for any work performed on the seventh (7th) consecutive workday or a Holiday. If a bargaining unit member works more than eight (8) hours in any one (1) day unless mutually agreed upon by the bargaining unit member and their immediate supervisor, his/her work week shall not be reduced or altered for the purpose of avoiding payment of overtime. Overtime pay/compensatory time is calculated upon hours worked in a standard work week.
- B. Compensatory time accrual and leave -- The cumulative compensatory time balance of bargaining unit members will be

maintained by the immediate supervisor and a quarterly report of the accrued balance will be submitted to the bargaining unit member within ten (10) days of the end of each quarter. Bargaining unit member's request for compensatory time shall be granted except in the case of an emergency. Compensatory leave shall be taken at times mutually agreed upon by the bargaining unit member and his/her immediate supervisor, but must be allowed within sixty (60) calendar days after earned, if the bargaining unit member so requests. Compensatory leave can be accumulated up to a maximum of sixty (60) hours per year. Accumulated compensatory leave will be paid in a lump sum at a rate of one (1) and one-half (1-1/2) times the bargaining unit member's applicable classified straight-time rate of pay at time of separation.

- C. Recall -- A bargaining unit member recalled for work less than one (1) hour after the completion of his/her regularly scheduled workday shall have their pay continue from the end of their regularly scheduled workday for this hour. The bargaining unit member then shall be compensated at one and one half (1 1/2) times their applicable rate and receive a minimum of two (2) hours of pay.
- D. Break Opportunity -- Bargaining unit members will not be required to work extended periods without eating meals and having rest breaks. In those situations where a bargaining unit member's presence is mandatory, breaks shall include:
a fifteen (15) minute rest period for every four (4) hours scheduled and one (1) sixty (60) minute or one (1) thirty (30) minute uninterrupted period for a scheduled lunch depending upon employment assignment.

A bargaining unit member on overtime shall be entitled to an unpaid thirty (30) minute break period for each four (4) consecutive hours of overtime.
- E. Flex-time – Exempt and non-exempt bargaining unit members will be allowed to flex their work schedules in accordance with established procedure.
- F. Mandatory overtime will be capped at eight (8) hours per pay period except for emergency deployment.
- G. Each supervisor shall maintain an overtime list indicating all overtime hours worked by all bargaining unit members under their direct supervision per year.

When mandatory overtime is required or voluntary overtime is offered, either first requirement or first right of refusal is given to the bargaining unit member with the lowest accumulated overtime hours worked on the list. In case of a tie – seniority prevails.

- H. Collaboration Time – Dependent upon extant circumstances, staffing, scheduling needs and/or financial considerations, the Owens Child Care Center Administration will provide Child Care Teachers four (4) hours of collaboration time per week.

SECTION 7.06.00 **Scheduled On-campus and On-site Hours** -- Each bargaining unit member shall serve the College forty (40) hours per week during his/her official contract year.

Bargaining unit members with full-time teaching responsibilities shall account for professional responsibilities including instruction and office hours. This will include an average minimum of twenty-two (22) hours a week, but not more than thirty-two (32) hours per week. This gives a total range of 330 to 480 hours for a semester. Each Counselor shall be on campus a minimum of thirty-nine (39) hours per week.

SECTION 7.06.01 Activities which the bargaining unit member may include in the on-campus requirement are listed in Sections 7.00.00 through 7.02.01 as appropriate.

SECTION 7.06.02 Faculty members will inform their Chair of any deviation from their posted schedule and leave a posting of the deviation on his/her schedule.

Except with the approval of the School Dean, there shall not be a week during the semester when a faculty member shall work no hours.

SECTION 7.06.03 Unless a faculty bargaining unit member agrees otherwise, at least twelve (12) hours shall elapse between the last class on one day and the first class on the succeeding day.

SECTION 7.07.00 **Meeting Classes and Substitution** -- Faculty Bargaining unit members shall meet their classes for all assigned hours, and no class shall be cancelled or rescheduled without authorization of the appropriate Chair or School Dean.

Securing Substitutes shall be the responsibility of the Chairperson.

SECTION 7.07.01 Full-time bargaining unit members will be given first consideration as substitutes when Instructor emergency and non-emergency absences

occur. If a bargaining unit member agrees to or is assigned to substitute for a missing full-time or part-time faculty member, the bargaining unit member performing the substitute service shall be compensated at the greater of the highest part-time rate, their full-time contact hourly rate or their applicable classified straight-time rate as follows:

- A. The total value of the course shall be calculated by multiplying the highest rate by the credit or contact hours associated with the course.
- B. The total value of the course, as determined above, will be multiplied by the number of meeting sessions (including exam sessions) covered by the substitute and then divided by the total number of meeting sessions (including exam sessions) for the course.

SECTION 7.08.00 **Professional Development Leave --** A full-time bargaining unit member who has held a full-time appointment with the College for at least six (6) years may request a leave of absence without pay or benefits for up to one (1) year for purposes of advanced study or other professional experience which is related to his/her professional competence as a College bargaining unit member. Time spent on such leave shall not be considered in the calculation of a bargaining unit member's salary. Requests for such leave shall be submitted in writing through administrative channels at least six (6) months prior to the proposed commencement of such leave. The granting of such leaves shall rest within the discretion of the College President.

SECTION 7.08.01 The bargaining unit member granted a professional development leave of absence must sign a statement affirming his/her intention to continue employment at the College for a minimum period of one (1) year after the end of the professional leave. Failure of the bargaining unit member to report for work as of the expiration of his/her leave of absence shall result in the termination of his/her employment by the College.

SECTION 7.08.02 A bargaining unit member on professional leave must give written notice to the President or his/her designee of his/her intention to return to work by March 1. A bargaining unit member shall ordinarily return to his/her former position with the College.

SECTION 7.08.03 A bargaining unit member who is granted a professional development leave may, at his/her option, purchase continued group insurance coverage at the COBRA actuarial rate.

SECTION 7.09.00 Unless otherwise agreed between the College and the faculty member, the College may assign a faculty member, for no more than two (2) semesters in a row (excluding Summer term), to a schedule of classes

which requires the faculty member to teach at any two (2) College Campuses during the same semester.

Current bargaining unit members who have not been required to teach at other College campuses in the past, will not be required to teach there now.

The College and the Association agree that, should a vacancy or shift occur intra or interdepartmentally or on an alternate College campus, all qualified bargaining unit members shall be accorded the opportunity of internal transfer. Human Resources shall notify the OFA leadership (President and Vice President) of the opening and interested employees will have five (5) working days from the notification to indicate their interest in the open position by emailing Human Resources and by completing only the essential parts of the Owens Community College online application for said position. References are not required. The most senior OFA bargaining unit member who meets the qualifications and has indicated an interest in the opening will be awarded the vacant position.

SECTION 7.10.00

Summer Assignments -- First consideration for summer course offerings will be given to qualified bargaining unit members with full-time teaching responsibilities with the highest Association seniority within the department or discipline offering the course. Second consideration will be given to full-time bargaining unit members with full-time teaching responsibilities with the highest Association seniority who are qualified to teach the course. Third consideration will be given to full-time bargaining unit members with the highest Association seniority who are qualified to teach the course. Summer course offerings are defined as those offerings that are scheduled during one of the regularly scheduled summer sessions, including flexibly scheduled courses. Bargaining unit member must be qualified to teach flexibly scheduled courses(s).

- A. Determination as to “qualifications” to teach in a specific area will rest with the head of the department in which the assignment is being made.
- B. The bargaining unit member must submit his/her course number and section number preferences to the Chair or the appropriate official in the Workforce and Community Services Division (WCSD) by May 1.
- C. The Chair or WCSD Official will notify the respective bargaining unit member(s), who submitted a request for Summer teaching by May 1, of their summer teaching assignments. Offered summer classes are contingent upon sufficient enrollment.

D. After the May 1 deadline, the bargaining unit member(s) may choose any course/section or courses/sections that have not been assigned to another bargaining unit member in order to fulfill his/her summer teaching load, provided the requested change or provisional change is submitted in writing or via e-mail to the appropriate Chair or WCSD official at least one week prior to the first day of Summer Semester classes. It is the responsibility of the Chair or WCSD official to notify the bargaining unit member(s) that the requested course/section has been cancelled and extend the opportunity to obtain another course/section.

Bumping Rights - If a request is denied or class cancelled all bargaining unit members shall be able to bump any less senior or non-bargaining unit member. Qualified full-time teaching bargaining unit members shall be able to bump any full-time non-teaching bargaining unit member.

E. If a new section is added by the College after the May 1st deadline, those sections shall be offered to all eligible bargaining unit members by seniority as defined in this section.

F. Summer teaching will be paid in the same manner as overload is paid during fall and spring semester. That is, the total amount paid for a course of certain credit/contact hours will be the same as paid for that course during fall and spring terms. Any credit/contact hours in excess of twelve (12) will require the approval of College Administration.

ARTICLE 8 EDUCATION & PROFESSIONAL DEVELOPMENT

SECTION 8.00.00 The College shall provide to the OFA, on February 17th of each contract year, a fund of forty thousand dollars (\$40,000.00) for the purpose of funding OFA members' professional development and education. Any unused funds in a given year shall roll over, adding to the next year's funds to a maximum accrued value of one hundred twenty thousand dollars (\$120,000.00).

SECTION 8.00.01 The OFA Education & Professional Development Plan Committee
The OFA shall establish a committee for the oversight of bargaining unit members' educational plans and the disbursement of funds provided by this contract.

This committee shall be appointed by, and serve at the discretion of, the OFA Executive Board as a standing committee as defined in the OFA Constitution/Bylaws.

Human Resources shall have a non-voting liaison to the committee appointed by the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration.

SECTION 8.01.00 Enrollment in any college-level course work or other professional development or educational activity herein shall be at the discretion of the individual bargaining unit member.

SECTION 8.01.01 If any professional development of any kind for a bargaining unit member including the attainment and maintenance of certifications and licensures related to the expertise in his/her field is required by the college for whatever reason this training, education, certification, etc. shall be paid by the college from funds separate from those provided herein.

Said funding shall include all reasonable, related fees and expenses including, but not limited to: tuition and attendance fees, lab, books and materials fees, parking, travel, lodging and food.

SECTION 8.02.00 **Owens Community College Course Fee Waiver**
Full-time bargaining unit members shall be granted full tuition waivers for all course and general fees for any OCC classes they take at the college. A bargaining unit member may take any credit or non-credit course desired as long as there is no scheduling conflict with their current assignment. Reasonable attempts shall be made by the college to accommodate bargaining unit member's attendance in these courses.

Individuals qualified for dependent status according to IRS regulations shall be granted full tuition and course fee waivers for any classes for which they meet the entrance requirements.

The above benefits shall continue for children of deceased full-time bargaining unit members through 31 December of the year in which the child turns twenty-three (23).

ARTICLE 9 NONRENEWAL & TERMINATION OF INDIVIDUAL CONTRACTS

SECTION 9.00.00 With the exception of grant-funded positions, initial appointment as a faculty or counseling full-time bargaining unit member shall be classified as tenure track and be for a period of one (1) contract year. Grant-funded positions will be classified as "temporary" and not eligible for tenure. Grant funded positions will continue and will

remain classified as “temporary” for the term of the grant, life of the funding, or as long as the position meets the requirements of the grant.

SECTION 9.01.00

A full-time faculty or counseling bargaining unit member shall serve a tenure track period of eight (8) academic semesters from the time of initial appointment under a contract that is not classified as "temporary." During the tenure track period, the bargaining unit member's performance will be formally reviewed and evaluated each year; and, if warranted, his/her contract may be renewed for a period not to exceed one (1) year at a time. Faculty and counseling bargaining unit members who earn tenure after a Fall Semester shall be granted tenure beginning January 1 of the next year. A letter to that effect shall be sent to the bargaining unit member before the beginning of the next semester and a copy placed in their personnel file in Human Resources. Bargaining unit members holding "temporary" contracts are considered to be under probation and are not eligible for tenure.

SECTION 9.02.00

To be eligible for tenure, a bargaining unit member must maintain all relevant credentials accepted at time of hire.

SECTION 9.02.01

If performance is satisfactory, at the end of the tenure track period and upon a recommendation by the President and approval by the Board of Trustees, the bargaining unit member shall be eligible for tenure.

SECTION 9.03.00

A bargaining unit member shall be dismissed only for cause. Such dismissal is reviewable in the grievance procedure.

SECTION 9.04.00

A bargaining unit member may be dismissed for cause during the term of an individual contract. Cause shall include the following:

- A. Unsatisfactory performance;
- B. Violation of local, state, or federal laws which involve moral turpitude;
- C. Any serious violation or repeated violations of College policies;
- D. Participating in strike activities in violation of this Agreement or the laws of Ohio;
- E. Theft or dishonesty;
- F. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;
- G. Reporting for work under the influence of intoxicants, drugs (other than as prescribed), or narcotics, or bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the bargaining unit member from the School Dean, the Vice President of Student Services or Director of Information Technology Services.

SECTION 9.05.00 The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of a case.

SECTION 9.05.01 Disciplinary action including, but not limited to, warnings, suspensions or discharge shall be based on just cause and consistent with progressive discipline and established precedent. However, dependent upon the circumstances, progressive discipline can be advanced dependent upon the severity of the infraction and the extant circumstances.

In imposing discipline on a current charge, the college will not take into account any prior infraction which occurred more than one year previously if the employee has received no discipline for the same offense.

SECTION 9.06.00 In any case involving dismissal for cause, the bargaining unit member shall, be notified in writing of the basis for the dismissal. That basis shall be determined by an investigation accomplished by the College administration. During administrative investigations Association members retain due process rights.

SECTION 9.07.00 Non-renewal of the employment agreement will be by written notice of non-reappointment to the employee by the President not later than April 30.

At least fifteen (15) days prior to the end of the academic year, the College will provide the Association with a list of all bargaining unit members who will be receiving contract renewals for the upcoming year.

Non-tenured Faculty and non-tenured Counselors' individual personnel contracts will be sent via email fourteen (14) days prior to the end of the academic year. The signed contract must be returned to the assigned Human Resources Office by the seventh (7th) day after the end of the academic year. Any non-tenured bargaining unit member who fails to sign and return an offered individual contract within seven (7) calendar days after the end of the academic year shall be considered to have voluntarily resigned his/her employment with the College.

Tenured Faculty and tenured Counselors shall not sign any contract, but shall receive a Salary Memorandum showing all compensation and salary for the upcoming contract year.

ARTICLE 10 SALARY

SECTION 10.00.00 Each bargaining unit member shall have his/her base salary increased by two percent (2%) retroactive to the beginning of the first full pay period in January 2018.

SECTION 10.01 .00 **Summer Teaching** – A full time faculty member providing instruction during the Summer Semester will be paid as follows:

Credit Hour/Contact Hour

Summer \$730.09

Summer teaching will be paid in the same manner as overload is paid during fall and spring semester. That is the total amount paid for a course of certain credit hours will be the same as paid for that course during the fall and spring terms.

SECTION 10.01.01 **Overload rates are as follows:**

Credit Hour/Contact Hour

\$730.09

SECTION 10.02.00 **Per Diem** – A full-time bargaining unit member who is contracted to provide his/her normally contracted services to the College for days in addition to his/her 173, 180, 190, 210 and 228-day contract will be paid at his/her daily rate.

SECTION 10.03.00 **Ancillary Contracts** – The College may, at its own discretion, offer bargaining unit members the opportunity to perform other duties which are outside his/her normally contracted services.

SECTION 10.04.00 **Program Facilitators** – Program Facilitators are appointed on a per semester basis. Faculty members who serve as program facilitators will receive the following additional amount per semester:

November 1, 2012 – October 31, 2015 \$1,957

Program Facilitator pay shall be paid within twenty (20) days following the fourteenth day of the semester unless otherwise agreed upon in advance of the first day of the semester by the College and the Association.

SECTION 10.05.00 **Program Coordinators** – Program Coordinators are determined

by accreditation standards. Faculty members who serve as program coordinators will receive the following additional amount per semester:

November 1, 2012 – October 31, 2015 \$2,771

Program Coordinator pay shall be paid within twenty (20) days following the fourteenth day of the semester unless otherwise agreed upon in advance of the first day of the semester by the College and the Association.

Program Facilitator or Program Coordinator appointments are at the bargaining unit member's option and at the Department Chair's discretion. *See Duties in Appendix B and C.*

SECTION 10.06.00 **Rank Change** – Bargaining unit members who earn a rank change shall receive an increase of \$1,100 per rank change. The increase in base pay caused by the change in rank shall go into effect on the first pay period of the following academic year.

ARTICLE 11 SUPPLEMENTAL BENEFITS

SECTION 11.00.00 **Medical Insurance** -- Bargaining unit members are eligible for medical benefits at the beginning of the fourth month following employment.

SECTION 11.01.00 **Term Life Insurance with Accidental Death and Dismemberment** -- Upon application, life insurance coverage for bargaining unit members will be two (2) times the member's annual base salary, with \$50,000 minimum coverage and maximum coverage of \$300,000. Such coverage in excess of \$50,000 shall be subjected to federal, state, city (where applicable) and Medicare taxes. The bargaining unit member shall have the option to accept or reject the additional life insurance coverage above \$50,000 each year of this contract.

SECTION 11.02.00 **Dental Insurance** -- Bargaining unit members are eligible for dental insurance the first pay day of the semester following the semester of hire, including summer semester.

Orthodontia coverage for bargaining unit member, spouse and children will be a lifetime maximum of \$1,500.00 each. Coverage is available until the end of the twenty-third (23rd) year for dependent children with no age limit for the bargaining unit member and spouse.

SECTION 11.03.00 **Vision Insurance:** All members of the bargaining unit are eligible for vision insurance and such coverage terminates on the last date of

employment contract. Vision coverage shall be provided by the college to the employee, spouse, and until the end of the twenty-third (23rd) year for dependent children.

The Employer shall be responsible for payment of all premiums.

This coverage shall be no less than: one fully covered comprehensive eye exam each year; a supply of disposal/extended wear contact lenses each year; 100 % coverage for one pair of prescribed lenses/hard contact lenses and \$100.00 toward the cost of frames every two (2) years for each bargaining unit member, spouse and dependent children.

SECTION 11.04.00 The College reserves the right to change insurance carriers.

SECTION 11.05.00 **Fee Waiver** -- Full-time bargaining unit members, their dependent children (as defined by the Internal Revenue Service), the bargaining unit member's spouse, and retirees from the bargaining unit, may enroll in credit or non-credit courses at the College without tuition and general fees. Laboratory Fees are waived up to the first \$200.00. Laboratory fees in excess of \$200.00 will be waived at 50% up to a maximum of \$300.00 per course. A grade or certificate of completion must be received to be eligible. Course enrollment by the aforementioned individuals will not be included as part of the calculation of minimum class enrollment.

Failure to complete the course or receive a grade or certificate will result in the bargaining unit member reimbursing the College for the tuition, general fees and laboratory fees allocated toward the course(s). Reimbursement will be based upon College Course Drop Guidelines.

This provision will take effect for retirees who retire after ratification of this contract.

SECTION 11.05.01 It is the bargaining unit member's responsibility to process the appropriate form by the deadline for each semester of enrollment in credit courses and for each continuing education course. The request must be made to the President's Office by using the "Fund Transfer Form."

SECTION 11.05.02 Each bargaining unit member, spouse, dependent children or retiree will be permitted to enroll only on a space available basis. Enrollment cannot interfere with the bargaining unit member's professional responsibilities.

SECTION 11.06.00 **STRS/SERS Pick-up** -- All full-time bargaining unit members are required to become members of the State Teachers Retirement System

(STRS), the State Employees Retirement System (SERS) or an approved alternate retirement plan in accordance with the Ohio Revised Code.

For bargaining unit members who are members of STRS/SERS, the College shall designate each employee's mandatory contribution to STRS/SERS as "picked up" by the College (although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097). The amount of the employee's income reported by the College as total gross income shall be reduced by the then-current percentage amount of the employee's mandatory STRS/SERS contribution which has been designated as "picked up" by the College. The amount designated as "picked up" by the College shall be included in computing final average salary.

Any pick-up by the College of a bargaining unit member's contribution to STRS/SERS shall be mandatory for all bargaining unit members. No bargaining unit member shall have the option of choosing the contributed amounts directly instead of having them paid by the College to STRS/SERS. The College will continue to contribute the preset percentage plus a minimum of 1% discretionary increase and up to the maximum given to any other College employee group during the duration of this contract.

The College shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's and the Association's understanding that federal and Ohio income tax laws and regulations presently require the College to report as an employee's gross income his/her total annual salary excluding the amount of pick up.

For eligible bargaining unit members who elect an approved alternate retirement plan, the College's total mandatory contribution will not exceed the mandatory contribution for bargaining unit members who chose to become an STRS/SERS member. The employee contribution will be governed by applicable components of the chosen alternate retirement plan.

SECTION 11.07.00

Travel Reimbursement for College Business -- The College will make reimbursements for routine and pre-approved professional travel within the limits of the College's budget for such purposes. Reimbursements for automobile usage per mile shall be set/adjusted at the rate allowed by the US Internal Revenue Service. The use of a vehicle for College travel should be at the most reasonable method as determined by the College.

SECTION 11.07.01 Bargaining unit members who drive on College-related business are required to hold a valid driver's license and be insurable.

SECTION 11.07.02 Bargaining unit members are not required to utilize their personal vehicles for college-related business.

SECTION 11.08.00 MEDICAL BENEFITS

Effective January 1, 2013 Current benefits in place will continue until January 1, 2014.

Effective January 1, 2014

Prescriptions Coverage: \$2 generic/ \$25 name brand/ \$50 non-preferred name brand

Office Visit Co-Pay: \$20

Benefits/Health Care: Plan design for Base Salary ≤ \$42,000

Employee Contribution: 12% of COBRA conversion rate
Co-Insurance: In network: 85%/15% employee; OON**: 70%/30% employee
Deductible: \$500 single/\$1,000 family
Co-Insurance Max: \$1,500 single/\$3,000 family*

Benefits/Health Care: Plan design for \$42,000 < Base Salary ≤ \$84,000

Employee Contribution: 13.5% of COBRA conversion rate
Co-Insurance: In network: 85%/15% employee; OON**: 70%/30% employee
Deductible: \$500 single/\$1,000 family
Co-Insurance Max: \$1,500 single/\$3,000 family*

Benefits/Health Care: Plan design for Base Salary > \$84,000

Employee Contribution: 17% of COBRA conversion rate
Co-Insurance: In network: 85%/15% employee; OON**: 70%/30% employee
Deductible: \$600 single/\$1,200 family
Co-Insurance Max: \$1,500 single/\$3,000 family*

*2 times out of network

**OON=Out Of Network

Effective January 1, 2015

Prescriptions Coverage: \$2 generic/ \$25 name brand/ \$50 non-preferred name brand

Office Visit Co-Pay: \$20

Benefits/Health Care: Plan design for Base Salary ≤ \$42,000

Employee Contribution: 14% of COBRA conversion rate¹
Co-Insurance: In network: 80%/20% employee; OON^{**}: 70%/30% employee
Deductible: \$ 750 single/\$1,500 family
Co-Insurance Max: \$1,800 single/\$3,600 family*

Benefits/Health Care: Plan design for \$42,000 < Base Salary ≤ \$84,000

Employee Contribution: 15.5% of COBRA conversion rate¹
Co-Insurance: In network: 80%/20% employee; OON^{**}: 70%/30% employee
Deductible: \$ 750 single/\$1,500 family
Co-Insurance Max: \$1,800 single/\$3,600 family*

Benefits/Health Care: Plan design for Base Salary > \$84,000

Employee Contribution: 19% of COBRA conversion rate¹
Co-Insurance: In network: 80%/20% employee; OON^{**}: 70%/30% employee
Deductible: \$ 750 single/\$1,500 family
Co-Insurance Max: \$1,800 single/\$3,600 family*

¹If non-bargaining unit employee contributions are lower, effective January 1, 2015 contribution of unit employees shall be such lower amounts.

*2 times out of network

**OON=Out Of Network

All bargaining unit member's and their eligible dependents are eligible for the College's medical program through the length of this contract.

Any terms and provisions related to health insurance that were not changed from the previous contract remain in effect.

SECTION 11.09.00 SECTION 125 PLAN -- Effective January 1, 2006, the College will establish a Section 125 premium only program that will treat employee medical premium contributions pre-tax. Employee contribution will be a mandatory payroll deduction through this plan.

SECTION 11.10.00 FLEXIBLE SPENDING ACCOUNT (FSA -- Effective January 1, 2006, the College will establish Flexible Spending Accounts (medical and dependent care – salary reduction plans) to affect those expenses not covered by the medical, dental, and vision programs of the College on a pre-tax basis. Flexible Spending Accounts (FSA) will be governed by Internal Revenue Service (IRS) regulations and will be elective.

Employee contribution will be a mandatory payroll deduction through this plan.

SECTION 11.11.00 BENEFITS COST TRANSITION -- Intentionally Left Blank

SECTION 11.12.00 MEDICAL COVERAGE OPT-OUT -- Those bargaining unit members having and providing proof of health insurance coverage elsewhere may elect to “opt-out” of College provided health insurance (medical, dental and vision). Bargaining unit members who “opt-out” will receive a 10% (COBRA Actuarial Equivalent) payment of the savings to the College premised upon the current cost to the College for the provision of health insurance for the particular bargaining unit member. The Opt-Out payment will be paid on a quarterly basis, payable the last pay period of the quarter.

Human Resources/Benefits, must be notified, in writing with accompanying documentation, of intent to “opt-out or “re-enrollment” during the fall open enrollment period of each year for the following calendar year.

Bargaining unit members who elect to “opt-out” and incur a qualifying event (as defined by the IRS) during the opt-out period of coverage will be eligible for re-enrollment at the time of the qualifying event.

ARTICLE 12 REDUCTION IN FORCE/RETRENCHMENT & ORGANIZATIONAL CHANGE

SECTION 12.00.00 Whenever the College determines that a reduction in force shall occur as a result of financial exigency determined in good faith by the Board of Trustees of the College, a material decrease in student enrollment, or a program reduction, consolidation or elimination, it becomes necessary to reduce the number of bargaining unit members, bargaining unit members shall be laid off in accordance with the provisions of this Article.

SECTION 12.01.00 The College shall define the area, department, unit and classification within which a reduction in force will occur. Where a reduction in the

part-time and/or temporary faculty base will not adversely affect a program's accreditation and/or a department's or program's operational stability, the College will layoff and/or decline to rehire part-time faculty, part-time/ non-faculty employees, temporary faculty/temporary non-faculty employees, and full-time bargaining unit members in that order within the affected area, department, unit and classification.

SECTION 12.02.00 When a determination is made that a reduction in bargaining unit member force is required due to substandard enrollment and/or rigorous economies in applicable segments of the budget having been exhausted and all other practical means of alleviating the difficulty having been undertaken, the Board shall notify the Association in writing.

The Board shall specify the amount of the reduction required and shall accompany the notice with the budgetary information used in arriving at the retrenchment decision. The Association will have a fair opportunity to evaluate the information, develop and recommend alternative methods to deal with the problem.

SECTION 12.03.00 Upon the introduction of new equipment, technological changes or organizational restructuring that affect current operations and/or potentially displace bargaining unit members, the College will provide notice to the Association as soon as practicable, but not less than thirty (30) days in advance. The College will meet with the Association to bargain over the effects of any such changes.

SECTION 12.04.00 If retrenchment is necessary, in-term bargaining per Article 28, In-Term Bargaining, of this Agreement shall be initiated by either party. These negotiations shall take into consideration the program and curriculum needs of the College.

SECTION 12.05.00 Within the affected area, department unit and classification, the length of continuous full-time service with the College as a member of the bargaining unit shall determine which full-time bargaining unit members shall be laid off. Providing the remaining department members have the necessary qualifications and present abilities to perform the remaining duties, bargaining unit members shall be laid off in the inverse order of their length of continuous full-time service with the College as a member of the bargaining unit and within their respective classifications. Between bargaining unit members with equal lengths of College service, ties will be broken by considering the lengths of service within the affected area, department, unit and classification.

SECTION 12.06.00 Laid off bargaining unit members, who have the qualifications and/or expertise, will be accorded the opportunity to transfer to another College department or academic school. Laid-off bargaining unit members will be offered, in accordance with their Association seniority, reinstatement if, within a period of two (2) years from the date of layoff, an appointment becomes available in the same or equivalent academic department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred.

The College agrees not to offer an appointment in the affected bargaining unit classification area(s) until all laid-off fully qualified bargaining unit members therein, have in accordance with their seniority, been offered reinstatement. A bargaining unit member will be recalled to work according to the principle of last-laid-off/first-recalled within classification, providing that the bargaining unit member is presently qualified to perform the duties of the position to be filled.

The College will notify such a bargaining unit member of his/her recall in writing; the bargaining unit member will inform the College in writing of his/her desire to return to work within ten (10) days of receipt of the recall notice. A bargaining unit member will lose recall rights two (2) years after his/her layoff.

SECTION 12.07.00 No reduction in force of bargaining unit members shall be caused directly by the offering of courses on any and all College Campuses by another institution.

SECTION 12.08.00 The College will not directly replace a laid-off bargaining unit member with a new hire(s) outside of the bargaining unit.

SECTION 12.09.00 The College agrees to give two (2) academic years' notice of program termination. In cases of unforeseen or unavoidable circumstances, the College agrees to give a minimum of one (1) full academic year's notice to bargaining unit member(s) subject to layoff hereunder, and layoff will become effective only at the end of the academic year(s). The College will provide training/education to the bargaining unit member(s) to acquire the skills and knowledge necessary for a new position. The training/education will be at the College's expense and the training/education will be provided on an equal opportunity basis to the bargaining unit member(s) within the affected classification. The affected bargaining unit member(s) must obtain applicable training/education within two (2) academic years from notice of program termination or layoff notice.

SECTION 12.10.00 The College will notify all bargaining unit members who have recall rights under this article of all academic, administrative, or exempt staff vacancies.

SECTION 12.11.00 The College agrees that a bargaining unit member who is transferred between any and all College Campuses may return to his/her former position in the event that the position becomes available within two (2) years of the transfer and prior to the hiring of a new bargaining unit member to fill his/her former position.

SECTION 12.12.00 For purposes of this article, a bargaining unit member who is laid off shall not be considered to have broken continuous service with the College but shall not accumulate any additional service time during the period of layoff up to a period of two (2) years from the date of layoff.

SECTION 12.13.00 **Seniority** – Seniority for faculty and counseling members of the bargaining unit shall be defined as the total number of continuous contracted years of service as a full-time bargaining unit member at Owens Community College. For non-faculty, non-counseling members of the bargaining unit, seniority shall be defined as continuous full time service in a bargaining unit position. (Those employees who are members of the bargaining unit as of September 3, 2003 shall receive seniority back to the first day of continuous full-time employment with the College.)

- A. A bargaining unit member who resigns, retires, whose employment contract is non-renewed or terminated for cause shall forfeit all accrued seniority and tenure rights.
- B. A bargaining unit member on authorized leave shall continue to accrue seniority.
- C. The Association shall be provided with a list of all bargaining unit members and their seniority dates by September 15 of each year.

ARTICLE 13 PERSONNEL FILES

SECTION 13.00.00 A bargaining unit member will promptly report changes of home address and telephone number to the Human Resources Office in order to maintain current personnel and payroll records.

SECTION 13.01.00 Every bargaining unit member is permitted to gain access to the records maintained by the College's Human Resources Department which contain personal data regarding that bargaining unit member. Such

records may be reviewed in the presence of the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration or his/her designee at a prearranged time.

SECTION 13.02.00 The bargaining unit member may not, of his/her own discretion, mark up, change, or in any way correct the data contained in the file. A bargaining unit member may submit a formal request for changes in writing to the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration. If the request is granted, then the changes will be made by the General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration while the bargaining unit member is present.

SECTION 13.03.00 If the request for a correction is declined, the bargaining unit member can then request that his/her statement of disagreement with the personnel files be placed within the file. The statement of disagreement will remain in the personnel file so long as the file contains information to which the statement of disagreement pertains.

SECTION 13.04.00 Anonymous statements shall not be placed or maintained in a bargaining unit member's file. Student evaluations may be included in a bargaining unit member's formal evaluation, provided that all student evaluations from that evaluation period for that bargaining unit member are included.

SECTION 13.05.00 If any documentation is to be inserted into a personnel file of a bargaining unit member and does not include in its distribution a copy of the document to the bargaining unit member, a copy shall be forwarded to the bargaining unit member at the time it is inserted into his/her file.

SECTION 13.06.00 All formal corrective and discipline action shall be placed in the bargaining unit member's file in accordance with the terms of Article 9 herein for a minimum of one (1) year for all forms of corrective action and discipline provided there are no subsequent infractions.

SECTION 13.06.01 All formal corrective action shall be removed from bargaining unit member's files at the bargaining unit member's request and at the conclusion of the time periods as listed above. Said bargaining unit member's records shall be considered to have been cleared and purged.

SECTION 13.07.00 The General Counsel/Vice President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration or his/her designee shall maintain a log of all individuals who are not

employees or agents of the College and have accessed the official personnel file of any bargaining unit member. A copy of new log entries shall be forwarded to the Association upon written request.

ARTICLE 14 MISCELLANEOUS

- SECTION 14.00.00** Effective first pay period in January 2018, each full-time bargaining unit member shall have his/her base salary restored to his/her March 31, 2016 base salary. Such adjustment shall be made prior to the negotiated percentage increase per Article 10.
- SECTION 14.01.00** Full-time teaching faculty whose base salary is less than \$40,000 after the salary adjustments shall have their base salaries adjusted to \$40,000 once the contract is ratified.
- SECTION 14.02.00** There will be a salary and wages reopener during the last year of the contract. In the event the parties reach a tentative agreement, such agreement shall be signed and dated by each party's designated representative, and shall be presented to the appropriate constituents pursuant to their respective requirements for approval. In the event that agreement is not reached or that one or both parties' constituents decide not to approve the agreement, the parties will revert to the status quo in existence prior to the commencement of in-term bargaining.
- SECTION 14.03.00** Regarding meeting attendance, leave time does not need to be submitted for a work-related conflict or mitigating circumstances.

ARTICLE 15 NONDISCRIMINATION STATEMENT

- SECTION 15.00.00** Both the College and the Association recognize their respective responsibilities under federal and state civil rights laws (federal: Title VII and Title IX, Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Act of 1974, Age Discrimination Act of 1975, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 1990, and Immigration Reform and Control Act; state: Chapter 124 of the Ohio Revised Code and Chapter 123 of the Ohio Administrative Code), fair employment practice acts, and of similar constitutional and statutory requirements. Neither the College nor the Association shall discriminate against any bargaining unit member covered by this Agreement in a manner in which would violate any applicable laws because of race, color, citizenship or national origin, age, sex, sexual orientation, disability, status as a disabled veteran or Vietnam Era

Veteran, religion, pregnancy or related medical condition. Alleged violations of federal or state law by the College relative to bargaining unit members in protected classifications shall not be appealable through the grievance procedure contained herein.

SECTION 15.01.00 Neither the College nor the Association shall interfere with the right of bargaining unit members covered by this Agreement to become members of the Association or become Fair Share members of the Association. Also, there shall be no discrimination, interference, restraint, coercion or reprisal against any such members because of lawful Association membership, lawful activity in an official capacity for the Association or non-membership activity status pursuant to ORC 4117.03.

SECTION 15.02.00 The Association recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 16 SUPREMACY OF AGREEMENT

SECTION 16.00.00 The College and the Association agree that this Agreement prevails over any conflicting policies and any existing and established operational/procedural guidelines or handbooks established by the College or conflicting provisions of state law. However, where a program's required accrediting or approving agency's standards conflict with the specific provisions of this agreement, the parties will meet to discuss the specific area(s) of conflict and mutually agree on language to resolve such conflict. Any agreed upon language will be incorporated into this agreement as an appendix. Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

SECTION 16.01.00 If any portion of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Association shall meet within thirty (30) days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 17 DURATION

- SECTION 17.00.00** This Agreement shall be effective from the date of ratification of this Agreement until 11:59 p.m. on October 31, 2020, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. It is the intent of the parties to begin informal negotiations at least one hundred twenty (120) days prior to the Agreement's expiration date, upon notification of one party to the other.
- SECTION 17.01.00** Upon timely written notice of an intention to formally negotiate a successor agreement, an initial conference will be arranged no later than forty-five (45) days prior to the termination date of this Agreement. Nothing in this section shall be deemed to prevent an agreement between the College and the Association to extend the termination date.
- SECTION 17.02.00** **Renegotiations** – Members of the Association's negotiating team shall receive release time for negotiations during the normal working hours of the College. During the semester(s) of negotiation, bargaining unit members serving on the negotiations team will notify their immediate supervisor of their participation and will assist the Chair in making arrangements for covering work obligations. Such coverage shall be provided by qualified employees of the college with preference to full-time bargaining unit members. Fulltime bargaining unit members who cover these courses will be reimbursed following the guidelines in section 7.07.01. Should the joint effort not to be successful the Chair will decide how to cover the negotiating team member's class(es).
- SECTION 17.03.00** Any amendment, modification, or addition to this Agreement must be in writing and duly signed by the Parties to be effective.

ARTICLE 18 ACADEMIC FREEDOM

- SECTION 18.00.00** Bargaining unit members are entitled to full freedom in College-related academic research and in the publication of the results, subject to the adequate performance of their duties and limitations upon use of College assets.
- SECTION 18.01.00** Bargaining unit members shall have the freedom to present academic subject matter related to their courses and relate varying perspectives both in the classroom and in reports of research activities.

SECTION 18.02.00 Bargaining unit members are citizens and members of the learned profession at Owens Community College. When they speak or write as citizens they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As people of learning, they should remember that the public might judge their profession and their institution by their utterances. Hence, they should exercise appropriate restraint, should show respect of the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

SECTION 18.03.00 None of the above shall be construed to mean that limitations shall be placed upon instructional methodology, study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility.

ARTICLE 19 ASSOCIATION ORIENTATION

SECTION 19.00.00 Where the College has a structured employee orientation program, the Association shall be included in the Agenda and permitted to make a presentation not to exceed thirty (30) minutes in duration regarding the Association.

SECTION 19.01.00 The College will notify the Association of newly hired employees covered by this Agreement at reasonable intervals, but no later than before a scheduled orientation.

ARTICLE 20 BARGAINING UNIT WORK

SECTION 20.00.00 Bargaining unit work shall be performed only by bargaining unit members.

ARTICLE 21 CASH SEPARATION PROGRAM

SECTION 21.00.00 As determined by the College, Bargaining unit members will be afforded the opportunity to participate in a Cash Separation Program (CSP).

ARTICLE 22 COMPLETE AGREEMENT

SECTION 22.00.00 This Agreement contains the full and complete Agreement on all bargainable issues between the parties at the time of negotiations for a successor agreement. The College hereby reserves the right to make, change, and enforce rules, policies, and procedures which do not conflict with the terms of this Agreement; provided, however, that nothing contained herein shall relieve the College of the obligation to bargain over the effects of any decision to implement new rules, policies, and procedures not in conflict with this Agreement.

ARTICLE 23 COMPLIANCE WITH LAW

SECTION 23.00.00 The College and the Association agree to comply with federal and state law.

ARTICLE 24 COURT SERVICE

SECTION 24.00.00 The College recognizes that it is the civic duty of bargaining unit members to participate in court service. Therefore, bargaining unit members shall be paid their regular scheduled pay for the actual time served in court service. Court service is defined as a situation in which a bargaining unit member is summoned for jury duty or subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of individuals as a witness, except when the bargaining unit member is a party to a civil or criminal action. Any stipend pay to the bargaining unit member by the Court shall be retained by the bargaining unit member.

SECTION 24.01.00 Bargaining unit members not impaneled for actual service and only on call, shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the bargaining unit member would report to do less than two (2) hours work, the bargaining unit member need not report. The affected bargaining unit member is responsible for keeping his/her immediate supervisor apprised of availability to work.

SECTION 24.02.00 A bargaining unit member summoned or subpoenaed for court service as defined above will immediately submit a copy of the summons or subpoena to his/her Chairperson/administrator. Court reimbursement of personal expenses such as transportation, parking

costs, and meals made to the bargaining unit member need not be turned over to the College.

SECTION 24.03.00 If a bargaining unit member is subpoenaed to serve the court as an interpreter or as an expert witness and receives compensation other than personal expenses for this service, the bargaining unit member shall choose to:

- A. receive their regular pay from the College and turn over any compensation(s) above personal expenses to the College; or
- B. take an unpaid leave for the time involved and retain any/all compensation.

ARTICLE 25 HEALTH & SAFETY

SECTION 25.00.00 The College and Association share a common interest and agree to maintain safe working conditions. Bargaining unit members are responsible for reporting any unsafe conditions or practices and for properly using and caring for the tools and equipment furnished by the college.

SECTION 25.01.00 The College and Association agree that protective equipment will be provided by the College and worn by Association members as required by OSHA guidelines and any additional accreditation or clinical requirements. The College will continue to provide workplace violence training and will continue to comply with OSHA requirements.

SECTION 25.02.00 First aid equipment shall be provided and maintained at appropriate locations.

SECTION 25.03.00 The College will continue to work with the Attorney General's office re: concealed firearms and will continue to post signage prohibiting the carrying of concealed weapons as appropriate.

SECTION 25.04.00 When possible, campus closings due to inclement weather will be determined by 6:00 a.m. Notification will be made available via campus pipeline or similar system, news media and department/division calling trees. Bargaining unit members shall use their best judgment in making a good faith decision to report to campus under hazardous road conditions. No bargaining unit member shall be penalized or disciplined for exercising this option.

ARTICLE 26 INDEMNIFICATION

SECTION 26.00.00 The College agrees to indemnify bargaining unit members from liability incurred in the good faith performance of their duties. Further, the College may indemnify bargaining unit members from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law.

ARTICLE 27 INSTRUCTIONAL SUPPORT

SECTION 27.00.00 The College shall provide the necessary resources for instructional support. Instructional support for bargaining unit members with full-time teaching responsibilities includes, but is not limited to, classroom access, office space, textbooks, instructional equipment, supplies and materials, software applications, audio-visual equipment and technological support such as guidance on software applications, fixing computer problems, assistance converting curricula to the web, and similar such support.

SECTION 27.01.00 Bargaining unit members with full-time teaching responsibilities shall confer with academic administrators on necessary support for the delivery of their assigned course sections and the academic administrators will provide such support contingent upon budgetary limitations and competing priorities.

SECTION 27.02.00 If events occur that prevent a bargaining unit member from conducting a class, the bargaining unit member shall contact the department Chairperson who will determine resolution. If the department Chairperson is unavailable, the bargaining unit member will make the best decision possible, up to and including class cancellation, and shall notify the department Chairperson by electronic mail.

SECTION 27.03.00 The room assignment for a land-based course will be in the course's department building whenever practicable. It is recognized that relevant factors for course room assignment include, among others, enrollment in individual sections, available capacity, technology, and accessibility for students.

ARTICLE 28 IN-TERM BARGAINING

SECTION 28.00.00 The College and the OFA recognize that, during the course of this Agreement, unanticipated issues in which the parties have a joint interest may arise. Upon written notification by either party, and where there is mutual agreement of the parties, an in-term bargaining session shall be initiated for the purpose of discussion and attempted resolution of only the issue(s) identified in the written notice. In the event the parties reach a tentative agreement, such agreement shall be signed and dated by each party's designated representative, and shall be presented to the appropriate constituents pursuant to their respective requirements for approval. In the event that agreement is not reached or that one or both parties' constituents decide not to approve the agreement, the parties will revert to the status quo in existence prior to the commencement of in-term bargaining.

ARTICLE 29 LIMITED-TERM NON-TENURED FULL-TIME FACULTY POSITIONS

SECTION 29.00.00 Limited-term non-tenured full-time faculty positions - The College retains the right to hire non-tenured limited term full-time faculty. The number of said positions shall not exceed 3% of the total number of filled, full-time tenure track faculty positions. Any position(s) retained after those three years become a full-time tenure-track position(s). Said position(s) shall not be used to replace full-time tenure track positions and each shall be members of the bargaining unit and shall receive the same benefits and remunerations as full-time tenure-track faculty.

ARTICLE 30 MUTUAL INTERESTS FORUM

SECTION 30.00.00 A Mutual Interests Forum will be established. Agenda topics include, but are not limited to, College operations, policies, procedures, programs, forecast, plans, and individual site problems may be discussed and recommendations presented to the forum. This forum shall meet once an academic semester, including summer semester. Additional meetings may be requested by either party as needed.

SECTION 30.01.00 The forum shall be composed of the following Association members, President, Vice-President, and one (1) other member chosen by the Association Executive Committee. The College representatives will be the General Counsel/Vice-President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration,

and one other administrator chosen by the President of the College. Resource person(s) designated by either the General Counsel/Vice-President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration or the Association President may participate in the meeting if requested.

SECTION 30.02.00 The Association President and the General Counsel/Vice-President of Administration and/or the Manager of Labor Relations, Workers' Compensation and Immigration will meet to mutually establish an agenda and provide each member with a copy at least twenty-four (24) hours prior to the scheduled meeting. Neither party may veto the other's agenda item(s). Both parties mutually agree to establish an official recorder who will be responsible for the official meeting minutes. Official meeting minutes will reflect agenda topics, attendance and if necessary, mutually agreed upon action plans.

ARTICLE 31 NON-FACULTY CONTINGENCY PERSONNEL

SECTION 31.00.00 The College reserves the right to hire non-faculty contingency personnel to perform bargaining unit work in the event of an unannounced and/or unforeseeable vacancy in a non-faculty bargaining unit classification.

SECTION 31.01.00 The following provisions of employment of such contingency personnel shall include:

- A. A one (1) semester limitation with parameters to be jointly defined and Association notification is required; and
- B. If a second semester extension is requested, both parties agree to meet and to discuss cause of action. Both parties agree that mutual agreement is necessary for an extension and that budgetary considerations do not constitute justification for a second semester extension.

ARTICLE 32 PERFORMANCE EVALUATIONS

SECTION 32.00.00 Performance evaluations shall be completed on an annual basis for non-tenured faculty, non-tenured counseling and non-faculty, non-counseling bargaining unit members on or before December 1. Tenured faculty bargaining unit members shall be evaluated every three (3) years on or before April 15. Performance evaluations shall be completed the second year of a three (3) year contract for tenured faculty and tenured

counseling bargaining unit members. The bargaining unit member shall complete a self-evaluation and the immediate supervisor will prepare a preliminary performance evaluation. In the performance evaluation meeting, the bargaining unit member and the immediate supervisor will exchange the self-evaluation form and the preliminary performance evaluation, discuss the classroom/lab observation, and compare the self-evaluation and the preliminary performance evaluation form and attempt to resolve any discrepancies. Once this meeting has concluded, the immediate supervisor will complete the final performance evaluation form, incorporating into it the bargaining unit member's perspectives.

If a bargaining unit member has been reassigned to a new supervisor within three (3) months of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. If a bargaining unit member received approximately equal length of supervision from the two supervisors, both supervisors shall cooperate in the preparation of and sign the evaluation.

SECTION 32.01.00

The completed performance evaluation form will be discussed with the bargaining unit member during a scheduled meeting. The bargaining unit member will sign the evaluation which will indicate only that a copy of the evaluation was received and that the content was reviewed and discussed with the bargaining unit member by their supervisor. A copy of the completed evaluation form will be furnished to the bargaining unit member at the time he/she signs the form. Following a discussion with his/her supervisor concerning the performance evaluation, the bargaining unit member will be granted the opportunity to prepare a statement and/or rebuttal which he/she will have attached to the evaluation form maintained in their personnel file in the Human Resources Office.

SECTION 32.02.00

By September 15th of each calendar year, any bargaining unit member may complete a preliminary evaluation of their immediate supervisor on the approved College form (to be mutually developed and implemented by the Mutual Interests Forum by the beginning of Fall Semester 2006). Upon notification, the supervisor will complete a self-evaluation. In the performance evaluation meeting, the bargaining unit member and the immediate supervisor will exchange the self-evaluation form and the preliminary performance evaluation, compare the self-evaluation and the preliminary performance evaluation form and attempt to resolve any discrepancies. Once this meeting has concluded, the bargaining unit member will complete the final performance evaluation form, give a copy to the immediate supervisor and forward copy to the Office of the School Dean, Vice President of Student

Services and the Chief Technology Officer for inclusion in and attachment to the supervisor's yearly performance evaluation maintained in the supervisor's personnel file in Human Resources. To assure confidentiality, this report should be submitted directly to the School Dean, Vice President of Student Services and the Chief Technology Officer.

SECTION 32.03.00 The issue of multiple level supervisory evaluations (360) will be mutually discussed in terms of process and implementation by the Mutual Interests Forum (MIF).

ARTICLE 33 POST-RETIREMENT EMPLOYMENT

SECTION 33.00.00 A bargaining unit member who has retired from the College and is seeking re-employment with the College shall be subject to the same hiring procedure as a new employee.

SECTION 33.01.00 A bargaining unit member, upon notification of intent to retire and before official retirement from the College, shall be notified of their eligibility status for re-employment with the College either in person or via certified mail at the last address of record with the College.

ARTICLE 34 SABBATICAL LEAVE

SECTION 34.00.00 The College will consider sabbatical leave applications from tenured bargaining unit members. Bargaining unit members making such applications must demonstrate reciprocal advantage to the College through the enhancement of professional competency that impacts teaching and learning.

SECTION 34.01.00 Provisions

- A. Bargaining unit members who have served the College for a minimum of seven (7) academic years in a full-time status are eligible for sabbatical leave. The quality of respective applications shall be the basis for consideration in the granting of all such leaves. Such applications shall be made by eligible faculty members no later than March 1 for consideration of sabbatical in the following academic year.
- B. Sabbatical leave may be taken in increments of one semester, or for one academic year, defined as Fall and Spring semester. The

applicant shall state on his/her application the requested length of the sabbatical leave.

- C. The salary for sabbatical leave will be one-half (1/2) pay for a sabbatical leave of a full academic year. Bargaining unit members who request a semester sabbatical leave will be paid at the full salary rate and submit a Professional Development Plan per Article 8 of this Agreement. Time spent by a bargaining unit member on sabbatical leave shall not be considered a break in service or seniority.
- D. Application shall be made to the bargaining unit member's immediate supervisor, who will forward the application through the reporting chain. At each step of the reporting chain, the appropriate administrator will either recommend approval or denial of the application. Those applications that receive approval at every supervisory level will be presented to the Board of Trustees for adoption.
- E. A bargaining unit member who receives a sabbatical leave of one semester shall return to the College for a period of at least one (1) year. A bargaining unit member who receives a sabbatical leave of one (1) academic year shall return to the College for a period of at least two (2) years.
- F. Once a bargaining unit member has been approved for a sabbatical leave, he/she shall not again be eligible until the completion of seven (7) full academic years.

ARTICLE 35 SUCCESSOR

SECTION 35.00.00 The provisions of this Agreement shall be binding upon the College and its successors. This Agreement shall cover all current College campuses and future locations that the College may operate during the term of this Agreement.

ARTICLE 36 TRANSFERS TO & FROM NON-BARGAINING UNIT POSITION

SECTION 36.00.00 A bargaining unit member who applies for and is appointed to a non-bargaining unit position shall be transferred from Bargaining Unit status to non-bargaining unit status at the beginning of the non-bargaining unit

contract/appointment. While in non-bargaining unit status, the bargaining unit member shall not be covered by any of the terms of this Agreement.

SECTION 36.01.00 A bargaining unit member who chooses to transfer to a non-bargaining unit position may elect to return to a full-time bargaining unit position upon the expiration or termination of his/her appointment to the non-bargaining unit contract/appointment provided a vacancy in the bargaining unit exists for which the bargaining unit member is qualified.

SECTION 36.02.00 Bargaining unit members electing to transfer to a non-bargaining unit position, and then voluntarily terminating the non-bargaining unit position within four (4) years of appointment to the non-bargaining unit position, electing to return to the Bargaining Unit shall retain tenure if said tenure was obtained prior to the transfer to the non-bargaining unit position. If the non-bargaining unit assignment extends longer than four (4) years before the bargaining unit member voluntarily terminates the assignment, upon returning to the Bargaining Unit the bargaining unit member shall not have tenure.

SECTION 36.03.00 Upon transfer to a non-bargaining unit position, the bargaining unit member's Association seniority shall be forfeited.

SECTION 36.04.00 The base salary of a bargaining unit member, returning to the Bargaining Unit from a non-bargaining unit position, shall be the base salary of the bargaining unit member at the time of transfer to the non-bargaining unit position.

SECTION 36.05.00 Any College employee transferred to the Association's bargaining unit from a non-bargaining unit position or other bargaining unit position at the College shall receive the lowest level base salary of the bargaining unit classification.

SECTION 36.06.00 The Association shall be notified within thirty (30) days of the appointment of a bargaining unit member to a non-bargaining unit position and within thirty (30) days of the return of a bargaining unit member to the Bargaining Unit.

ARTICLE 37 WAIVER

SECTION 37.00.00 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or of the Association shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

ARTICLE 38 WORKPLACE PRIVACY

SECTION 38.00.00 The College shall inform the Association of any and/all technology and other resources utilized by the College for classroom/laboratory/office monitoring.

SECTION 38.01.00 The College shall not listen in on, capture, transcribe or record in any fashion the content of the conversation in the telephone calls of Association members.

SECTION 38.02.00 The College will not unreasonably invade the privacy of bargaining unit members with surveillance equipment such as: video and audio surveillance, electronic mail, voice mail, keystroke monitoring, web-browsing records, or any other enhanced workplace technology.

SECTION 38.03.00 The College's need for information shall be balanced with an Association member's right to privacy. The College shall only amass what personal information is needed to meet legal and accrediting requirements. With the exception of information that is considered confidential under the specific terms of Ohio's Open Records Act, all bargaining unit members should be aware that information contained in their individual personnel files are public records and may be accessed by anyone at any time through a formal Public Records request. A bargaining unit member may contact Human Resources to inquire about others accessing their non-confidential employment records.

APPENDIX A - LEAVES

A. SICK LEAVE

Sick Leave Benefit Provided -- Each full-time bargaining unit member is entitled to fifteen (15) days of sick leave per year accumulated at the rate of 1-1/4 days for each completed month of service. Specific to this article's time references, a year is defined as the College's fiscal year of July 1 through June 30.

1. The maximum days accumulated shall be 260 days.
2. All full-time bargaining unit members new to Owens Community College shall be granted five (5) sick leave days as of the first official day of the school year. These five (5) days are construed as being concurrent with, but not in addition to, the 1-1/4 days per month allowed. At the completion of the fifth month of service and the completion of each month thereafter, 1-1/4 days of sick leave (up to fifteen [15] days per year) shall be credited to the sick leave account of the full-time bargaining unit member.
3. Accrued credits shall be allowed to full-time bargaining unit members transferring their employment from other governance boards of educational institutions or political subdivisions in Ohio or contiguous states provided said credits have been computed under the minimum requirements of the laws of the state of Ohio.
4. The same monthly accrual of 1-1/4 days per month shall continue during the use of sick leave, provided the bargaining unit member has not been officially separated from the present payroll.
5. Any full-time bargaining unit member whose personal illness extends beyond the period of compensation provided by the accumulated or additional sick leave provisions may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

Causes for Absence from Employment Covered by Sick Leave -- Sick leave shall be allowed for full-time bargaining unit members for a period not to exceed their accumulated sick leave account but with the limitation hereinafter stipulated and for the following causes:

1. *Personal doctor appointments* -- that portion of a day required for the appointment.
2. *Illness* - for duration of illness.
3. *Injury* - for duration of injury.
4. *Exposure to contagious disease* - until quarantine is lifted or danger removed.

5. *Illness in the Bargaining Unit Member's Family* -- It should be noted that staying with children or family members who are too ill to go to school or be left alone, but who are not critically ill, will be permitted on a limited basis.
6. *Serious Illness of a Brother or Sister* -- Maximum of two (2) days per year.

Procedure to File for use of Short-term Sick Leave Benefits -- Full-time bargaining unit members may use sick leave for short-term illnesses.

A full-time bargaining unit member who expects to be benefited by the Owens Community College sick leave regulations must telephone or otherwise notify his/her immediate supervisor as soon as he/she becomes ill so that the responsibilities of the sick full-time bargaining unit member can be met in the most appropriate manner possible.

Failure to exercise good judgment in reporting illness or negligence in notifying the immediate supervisor may result in forfeiture of the sick leave benefit.

The immediate supervisor shall require a bargaining unit member to file a sick leave form. (Forms are available from your supervisor or the Human Resources Office.) If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either shall be grounds for disciplinary action.

Procedure to Request use of Long-term Sick Leave Benefits -- Full-time bargaining unit members may use accumulated sick leave to cover extended illness, surgery, or maternity care. The full-time bargaining unit member must request leave using the appropriate form prior to use of the leave or in extreme circumstances, as soon as possible.

Failure to exercise good judgment in reporting illness or negligence in notifying the immediate supervisor may result in forfeiture of the sick leave benefit.

Upon return from sick leave with physician limitations, the bargaining unit member must submit a physician's statement detailing any restrictions to the Human Resources Office. (Forms are available from the Human Resources Office and must be completed by your physician.)

If the College denies an immediate return to work upon submission of said documentation, accrued sick leave shall no longer be charged against the bargaining unit member and contracted compensation shall resume. Any administratively imposed campus restrictions shall be limited to work related conditions only and shall not extend to access granted to the general public or the Association office.

Falsification of information shall be grounds for disciplinary action.

Special Procedures

1. Full-time bargaining unit members may secure the total number of days of accumulated sick leave from the Human Resources Office at any time.

2. The full-time bargaining unit member may appeal to the Vice President of Human Resources in writing for special consideration for additional sick leave because of extreme hardship or in respect to past service.
3. Bargaining unit members who are absent for a full week will have forty (40) hours deducted from their sick leave record. Bargaining unit members who are absent all or a portion of a day will have the actual number of hours deducted from their sick leave accrual.

Family Medical Leave Act

Bargaining unit members shall be eligible for the benefits provided for under the Federal Family Medical Leave Act of 1993 and in accordance with the policies of the Human Resources Office. Such leaves shall provide for twelve (12) weeks of maintenance of medical benefits by the College, while a bargaining unit member is on a leave of absence and such absence is a result of the birth or care of a child, the adoption or foster care of child, the care of a spouse, child, or parent if such individual has a serious health condition, or a serious health condition of the bargaining unit member which disables him/her from performing the functions of his/her position.

Sick Leave Payoff -- A bargaining unit member with ten (10) or more years of service at Owens Community College who resigns from the College to retire directly into a state retirement system or who resigns from the College in good standing shall be paid in cash for one-fourth of the value of his/her accrued, but unused, sick leave. The maximum payment which may be made under this provision shall be for one-fourth of 260 days.

Such payment shall be based on the bargaining unit member's rate of pay at the time of resignation/retirement.

B. BEREAVEMENT LEAVE

Each bargaining unit member will be accorded seven (7) days of bereavement leave per year for each such occurrence. Death of a father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, brother, sister, uncle, aunt, grandparent, or relative who lives continuously with the bargaining unit member. The first four (4) days of each such occurrence are not chargeable to the bargaining unit member's accrued sick leave balance. The remaining three (3) days of each such occurrence are chargeable to the bargaining unit member's accrued sick leave balance.

Each bargaining unit member will be accorded one (1) day of bereavement leave per year for each such occurrence for the death of a close friend, distant relative, or neighbor. This bereavement leave shall not exceed three (3) days per year and is chargeable to the bargaining unit member's accrued sick leave balance.

C. PERSONAL LEAVE

Each bargaining unit member shall be accorded a maximum of twenty-four (24) hours of Personal Leave per year. Personal Leave is non-chargeable to the bargaining unit member's accrued sick leave balance. Personal leave may also be utilized for Summer ancillary contracts.

Personal Leave may be taken in partial units consisting of ½ hour increments. A reason for Personal Leave does not have to be given and Leave Forms are to be submitted prior to the leave requested and indicate the utilization of Personal Leave.

D. VACATION/HOLIDAY LEAVE

With respect to bargaining unit members who work twelve (12) month appointments, such members shall be accorded all of the vacation and holiday leave benefits that apply to other such 12-month employees of the College under prevailing Board of Trustees policies addressing these benefits.

E. CATASTROPHIC SICK LEAVE PROCESS

This sick leave process will be established only for members of this bargaining unit: Owens Faculty Association, Local #4670 (“Association”). When a bargaining unit member is absent due to catastrophic long-term illness or accident (catastrophic long-term illness/accident is defined as one in which the resulting absence has been at least one (1) month or more) has exhausted all of his/her accumulated sick leave, and is not yet eligible for STRS disability, said bargaining unit member may apply to the Catastrophic Sick Leave Process Committee for contributions of sick leave from this program. The committee will be comprised of two (2) members chosen from the Human Resources Department by the Vice-President of Human Resources, and two (2) bargaining unit members of the Association chosen by the Association Executive Committee. The Catastrophic Sick Leave Process Committee will establish guidelines for contribution, access and determination.

With respect to bargaining unit members who work twelve (12) month appointments may reserve up to one (1) week of vacation provided they have accrued forty (40) hours at time of request.

APPENDIX B - PROGRAM FACILITATOR

The individual designated as a Program Facilitator assists the Chair with a program or one or more program majors. Servings as a Program Facilitator is voluntary and is paid on a semester basis upon recommendation of the Chair, and approval of the Dean, Provost, and President. It does not imply permanent status nor does it signify an ongoing position.

Program Facilitators, as applicable to the program or program majors, will perform the following responsibilities in addition to regularly assigned duties:

1. Chairs Advisory Committee meetings and assists the Program Chair in scheduling meetings, preparing the agenda, and recommending membership.
2. Assists the Program Chair with new faculty orientation.

3. Provides materials (syllabus, outlines, lab materials, etc.), guidance and support to part-time faculty. Assists with the recruitment of part-time faculty and staff for the program.
4. Recommends to the Chair class schedules for inclusion in the master schedule of classes.
5. Makes recommendations to the Chair regarding budgetary requests and the selection of equipment, supplies, and library holdings to support the program and/or program majors.
6. Assists with the development and implementation of marketing plans for the program and/or program majors in conjunction with the College's marketing strategy.
7. Assist Chair with the Program Review and Evaluation Process (PREP) and outcomes assessment.
8. Selects and schedules internships, co-ops, and/or technical experiences as appropriate.

APPENDIX C - PROGRAM COORDINATOR

The individual designated as a Program Coordinator is responsible for a program or one or more program majors covered by an accrediting agency. Serving as a Program Coordinator is mandatory to meet the accreditation requirements and is necessary for the continued operation of the program and/or program majors.

Program Coordinators, as applicable to the program or program majors and the requirements of the accrediting agency, will perform the following responsibilities in addition to the regularly assigned duties:

1. Chairs Advisory Committee meetings and assists the Program Chair with scheduling meetings, preparing the agenda, and recommending membership.
2. Assists the Program Chair with new faculty orientation.
3. Provides materials (syllabus, outlines, lab materials, etc.), guidance and support to part-time faculty. Assists with the recruitment of part-time faculty and staff for the program.
4. Recommends to the Chair class schedules for inclusion in the master schedules of classes.
5. Makes recommendations to the Chair regarding budgetary requests and the selection of equipment, supplies, and library holdings to support the program and/or program majors.

6. Assists with the development and implementation of marketing plans for the program and/or program majors in conjunction with the College's marketing strategy.
7. Assists Chair with the Program Review and Evaluation Process (PREP) and outcomes assessment.
8. Selects and schedules internships, co-ops, and/or technical experiences as appropriate.
9. Coordinate clinical experiences for students within the program and/or program majors.
10. Monitors compliance with accreditation requirements.
11. Assists with the preparation of the accreditation self-study and the accreditation visits and/or required reports.

APPENDIX D - JOB DESCRIPTIONS

LIBRARIAN

Each exempt Librarian under a regular appointment in the Library shall:

- A. Assist patrons in locating and using library resources.
- B. Provide specialized library services related to the operation of an academic library.
- C. Perform and coordinate technical and clerical library tasks related to collection circulation, inventory management and utilization statistics in accordance with established library procedures.
- D. Collaborate and actively participate in the development and maintenance of relevant contemporary library resources and services.
- E. All other related duties as assigned.

INSTRUCTIONAL DESIGNER - LIBRARY

Each Instructional Designer under a regular appointment in the e-Learning Department shall:

- A. Assist faculty or staff in combining emerging technologies with instructional pedagogy to support the creation, development, management and/or delivery of various courses, programs, and/or college-wide initiatives.
- B. Assist in identifying, implementing and communicating the technical processes that support the distance learning program's infrastructure.
- C. All other related duties as assigned.

INSTRUCTIONAL SYSTEMS SUPPORT COORDINATOR - LIBRARY

Each Instructional Systems Support Coordinator under a regular appointment in the e-Learning Department shall:

- A. Provide technical and systems support for instructors and students involved in web-based instruction, including hardware maintenance, software integration, and other applications used in e-Learning technologies.
- B. Provide operational reports and statistics on e-Learning course activity and course participation.
- C. Provide faculty training and/or workshops on using e-Learning technologies.
- D. All other related duties as assigned.

AUDIOVISUAL TECHNICIAN – INFORMATION TECHNOLOGY

Each Audiovisual Technician under a regular appointment shall:

- A. Provide support related to orientation, operation, maintenance and/or inventory control of audiovisual equipment, technologies, and services.
- B. Assist with audiovisual productions, including planning, creating editing, and post-production of instructional programs and/or special events.
- C. All other related duties as assigned.

CHILD CARE CLASSROOM TEACHER (LEVEL 1) (Level 1 & 2 in Appendix E3)

Each Child Care Classroom Teacher (Level 1) under a regular appointment in the School of Arts and Sciences, as applicable to the Child Care Teacher's responsibilities to his/her department, school, and to the college shall:

- A. Plan, implement, and teach developmentally appropriate curriculum that advances all areas of children's learning and development, including social, emotional, intellectual and physical competence, at the direction of the Teacher Coordinator and Manager.
- B. Demonstrate an understanding of child development by applying this knowledge in practice.
- C. Promote and maintain a safe and healthy environment for children that allows for age appropriate risk taking.
- D. Observe and assess children's behavior to plan and individualize teaching practices and curriculum. Implement a system for tracking the progress of each child including anecdotal records and documentation panels. Conduct parent teacher conferences.
- E. Observe and monitor children's general health on a daily basis.
- F. Foster supportive relationships with children and implement developmentally appropriate techniques of guidance and group management.

- G. Foster a positive and productive relationship with families supporting cultural and linguistic diversity.
- H. Maintain accurate records that meet state and federal reporting requirements and accreditation standards.
- I. Maintain an organized classroom, lab environment, and equipment. Request supplies and equipment, and assist in maintaining supplies and equipment.
- J. Demonstrate a commitment to professionalism such as defined by the profession's Code of Ethical Conduct through daily behavior.
- K. Supervise ECE lab students practice sessions, maintain attendance documentation, and act as a mentor to ECE lab students.
- L. Collaborate with faculty members and the Teacher Coordinator in planning and evaluating student's laboratory experience.
- M. Other related duties as assigned.

CHILD CARE CLASSROOM TEACHER (LEVEL 2) (Level 3, 4, & 5 in Appendix E3)

Each Child Care Classroom Teacher (Level 2) under a regular appointment in the School of Arts and Sciences, as applicable to the Child Care Classroom Teacher's responsibilities to his/her department, division and college shall:

Perform all of the duties and responsibilities of Child Care Classroom Teacher (Level 1); plus the following:

- A. Mentor ECE student teachers in the capstone student teaching experience.
- B. Meet with ECE supervisory faculty to assess student teacher candidate performance.
- C. Serves as a resource, provides guidance for assessment of children, documents learning, and implements child development theory.
- D. Other related duties as assigned.

ACADEMIC CLINICAL TEACHING FACULTY and/or ASSOCIATE – SCHOOL OF HEALTH, EDUCATION & HUMAN SERVICES and SCHOOL OF NURSING

Each Academic Clinical Teaching Faculty under a regular appointment as applicable to the Clinical Teaching Faculty's responsibilities to his/her department, school or to the college shall:

- A. Plan, organize, provide instruction and evaluate experiences of assigned students in the clinical agency off-campus and reflections groups on-campus. Assist students who are experiencing clinical or academic difficulty in the Nursing Curriculum within assigned working hours, as directed by the Chair of Nursing.
- B. Participate in on-campus nursing labs.
- C. Maintain and submit assigned students' clinical and lab evaluations.

- D. Provide clinical agency information to Clinical Teaching Assistants regarding the process for obtaining orientation and review the Nursing Program Philosophy and student program policies with the Clinical Teaching Assistant.
- E. Attend assigned clinical agency planning meetings and relay agency-specific information to the Clinical Teaching Assistants and full-time Nursing Department Faculty who are assigned to the clinical agency.
- F. Communicate student's requests for clinical Preceptors to assigned clinical agency educational representatives and faculty.
- G. Other related duties as assigned.

ACADEMIC PROGRAM LAB FACUTLY and/or TECHNICIAN – SCHOOL OF HEALTH, EDUCATION & HUMAN SERVICES and SCHOOL OF NURSING

Each Academic Program Lab Faculty and/or Technician under a regular appointment as applicable to the Nursing Skills Lab Coordinator's responsibilities to his/her department, school or to the college shall:

- A. Plan with Nursing course Faculty the skills to be reviewed and evaluated in the Nursing Skills Laboratory. Collaborate with faculty to prepare competency schedules and update and maintain evaluation criteria that is consistent with course content.
- B. Assist students at scheduled times in the practice of skills according to principles taught in each course. Evaluate students' skills using written criteria. Inform faculty of student deficiencies/difficulties related to skill acquisition.
- C. Perform student skill competency evaluations and assist Nursing Faculty with skill demonstrations.
- D. Orient new part-time lab assistants and Clinical Teaching Associates, as assigned to the Nursing Skills Lab, to job responsibilities and performance expectations. Schedule and supervise part-time lab assistants and Clinical Teaching Associates within the lab setting.
- E. Communicate criteria and skill content used in skill practice sessions to Nursing Lab Assistants and Clinical Teaching Associates assigned to the Nursing Skills Lab.
- F. Schedule students for supervised practice sessions, skill competency evaluations and lab referral skill remediation.
- G. Maintain records of student lab practice attendance and skill Competency evaluations.
- H. Direct and maintain the preparation of laboratory equipment and supplies for college Nursing labs, demonstrations and skill practice stations. Keep appropriate equipment and supplies available for students. Keep lab practice stations and supply areas orderly.
- I. Prepare and submit purchase requisitions for lab supplies/equipment to the Chair. Maintain appropriate storage of supplies and equipment. Submit

requests for equipment replacement and repair. Maintain ongoing and year-end inventory of supplies and equipment.

ACADEMIC TEACHING FACULTY and/or ASSOCIATE, MEDICAL IMAGING – SCHOOL OF HEALTH, EDUCATION & HUMAN SERVICES

Each Academic Teaching Associate, Medical Imaging, under a regular, as applicable to the Academic Teaching Associates' responsibilities to his/her department, division and to the college:

- A. Provide college and clinical laboratory instruction to medical imaging program students.
- B. Evaluate laboratory experiences of assigned groups of students in the college and clinical laboratory and counsels students on their progress.
- C. Plan for learning experiences so that maximum opportunities for students learning are provided and the welfare of patients is safeguarded.
- D. Keep informed on what is being taught in program lecture and lab courses and in general education courses so that the content from these courses can be applied clinically.
- E. Attend appropriate course meetings relevant to functioning effectively in the college and clinical laboratory.
- F. Work with all full-time faculty/instructional staff in planning and evaluating course content, tests, quizzes, and all other components of college and clinical laboratories.
- G. Submit summary of student's evaluation of the college and clinical laboratory experiences to the Chair.
- H. Actively participates in professional, college and community organizations/committees.
- I. Submits reports of professional meetings and workshops, which he/she attends as part of his/her professional development.
- J. Maintain lab facilities, recommends ordering of lab supplies and equipment to the Chair, and monitors lab usage.
- K. Works with all full-time faculty/instructional staff to review and revise lab manuals and the departmental procedure manual and other departmental documents.
- L. Other duties as assigned.

ACADEMIC PROGRAM LAB TECHNICIAL - SCHOOL SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM)

Each Academic Program Lab Technician under a regular appointment in the School of STEM shall, as applicable to the Academic Program Lab Technician's responsibilities to his/her department, division and to the college:

- A. Prepare materials/equipment and develop and build training aids for classes/labs in the School of STEM at the direction of the School of STEM faculty with approval of the Chair.
- B. Maintain lab equipment, order lab equipment and supplies, maintain equipment and supplies inventory, documentation and distribution. Provide preventive equipment maintenance and repair and/or make recommendations to the Chair for the required repair services.
- C. Assist faculty in lab activities/duties as assigned by the Chair.
- D. Substitute for faculty lecture and/or lab instruction with approval of Chair.
- E. Maintains laboratory procedures manuals which include maintenance and repairs of equipment and vendor lists for materials and supplies. Maintains MSDS and hazardous material sheets as required by OSHA.
- F. Schedules student workers to cover labs; trains and monitors student workers in the labs.
- G. Attend meetings scheduled by the college, school, or department.
- H. Pick up and deliver materials and supplies.
- I. Other related duties as assigned.

ACADEMIC PROGRAM LAB TECHNICIAN – SCHOOL SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM)

Each Academic Program Lab Technician (Math and Science) as applicable to the School of STEM shall:

- A. Prepare materials and equipment for all activities in the department laboratories, the Natural Science Learning Center and the Greenhouse. This includes setups, mixing and dispensing of chemical solutions for laboratory exercises and teardown of laboratory setups.
- B. Clean, sterilize, maintain and repair laboratory equipment. Clean and maintain the laboratory area.
- C. Maintain inventory, prepare requisitions for laboratory equipment and supplies purchase, keep inventory records, and recommend purchase or acquisition of new equipment.
- D. Participate in safety orientation for new faculty, staff and student workers, maintain MSDS system.
- E. Meet with lab coordinator to be made aware of laboratory curriculum changes that affect laboratory prep operations.
- F. Supervise student workers.
- G. Assist in orienting laboratory instructors on laboratory equipment operation and setup.
- H. Implement approved laboratory guide revisions initiated by the faculty.
- I. Other related duties as assigned.

LAB TECHNICIAN, CAMPUS COMPUTER LAB

Primary Responsibilities and Activities:

- A. Identifies, diagnoses, and resolves computer hardware and software issues affecting academic computer equipment. Documents hardware and software repairs and updates. Installs, configures, and maintains computer hardware, software and peripherals, based on technical documentation.
- B. Following Owens Community College core values (Service, Learning, Innovation, Collaboration, and Excellence), develop CCL Guidelines (best practices and procedures) for CCL services and CCL resources to Owens faculty, students, and constituents.
- C. Provides technical assistance to Faculty and Staff regarding the use of academic computer equipment based on guidelines established by CCL Manager in conjunction with CCL Technician Team.
- D. Coordinates installation, configuration, and maintenance duties in conjunction with the Network Specialists regarding network related hardware and software issues as needed.
- E. Assists other CCL technicians in team effort, striving to learn everything necessary to provide minimal support for academic environment.
- F. Collaborates with CCL Technician Team, Network Specialists, and CCL Manager to conduct or participate in department and college meetings, in-service activities, seminars, demonstrations and other department or college activities. At CCL Manager's discretion, attends seminars, workshops and training sessions relevant to Technician's development and/or relevant to products used in Campus Computer Lab operations.
- G. Evaluates and recommends new hardware and software products to CCL Manager using current printed or online technical journals, catalogues, periodicals, white papers, and training as appropriate.

FACILITATOR, STUDENT COMMON COMPUTER LAB EMPLOYEES

Primary Responsibilities and Activities:

- A. Review applications for Lab Assistants.
- B. Recommend for hire in various labs and capacities.
- C. Submit requests for background checks and work with Career Services to provide information they need.
- D. Track background checks for Lab Assistants and Security responses.
- E. Work with the HR to ensure student workers have all the forms and tax information completed.
- F. Work with International Student Services to ensure Social Security information is completed.
- G. Rewrite Lab Assistants Manual.
- H. Schedule Lab Assistants for work in Labs, as Travelers, for Projects.

- I. Monitor timecards and utilize TimeCard Manager for payroll of Lab Assistants.
- J. Monitor DeskNow for Lab Assistants time off requests and coverage.
- K. Monitor DeskNow for Concerns and FAQs.
- L. Assist in design of and lead special projects.
 - Cage inventory and maintenance
 - Cable projects in classrooms and labs
 - Develop toner JIT schedule
 - Headcounts/Schedules
 - Update Manuals for Lab Assistants in all labs
 - Coordinate co-op programs for OAD students
 - Coordinate with Faculty(e.g., OAD faculty)
 - Help to define scope of project
 - Provide input on success of projects
- M. Assist with tracking purchases with P Card and reconciliations.
- N. Assist with training and interviewing of Lab Assistants.

APPENDIX E – EMPLOYMENT CLASSIFICATIONS

Employment Classifications are inclusive of the following:

- A. FULL-TIME TEACHING FACULTY
- B. FULL-TIME COUNSELORS
- C. ACADEMIC PROGRAM LAB TECNICIANS:
 - Academic Clinical Teaching Associate
 - Academic Lab Technician
 - Academic Program Lab Technician
 - Clinical Teaching Assistant
 - Clinical Teaching Associate
 - Clinical Teaching Faculty
 - Laboratory Faculty
 - Laboratory Faculty, Nursing
 - Laboratory Faculty, Skills and Human Patient Simulator
 - Coordinator, Diagnostic Medical Sonography
 - Coordinator, Faculty Surgical Program
 - Coordinator, Nursing Skills Lab
 - Coordinator, Practical Nursing Program
 - Coordinator, Emergency Services Technology
 - Coordinator, Fine and Performing Arts Lab
 - Coordinator, Science Lab
 - Application Specialist I
 - Application Specialist II
 - Computer Technician
 - Desktop Specialist

Facilitator, Common Computer Lab, Student Employees
Help Desk Technician
Instructor, Medical Assistant Program
Laboratory Instructional Assistant
Laboratory Technician
Laboratory Technician, Campus Computer Lab
Laboratory Teaching Assistant
Laboratory Teaching Associate
Lead Laboratory Instructor and Technology Resources Specialist
Teaching Assistant
Technician, Common Computer Lab
Technician, Computer
Technician, Network
Support Technician

- D. PROFESSIONAL LIBRARY STAFF:
Acquisitions Librarian
Audio Visual Technician
Marketing Videographer/Photographer
Cataloger
Circulation Specialist
Instructional Designer
Instructional Systems Support Coordinator
Librarian
Library Clerk
Reference Librarian
Serials Librarian
- E. CHILD CARE LAB TEACHERS:
Child Care Classroom Teacher (Level 1)
Child Care Classroom Teacher (Level 2)
Teacher, Child Care Technology School
Teacher, Infant/Toddler
Teacher, Pre-School

Signature Page


A. This Contract shall be effective November 1, 2017, and shall expire at 11:59 p.m. on October 31, 2020.

For Owens Community College



Steve Robinson
President

For The Owens Faculty Association



Paul Adams
President, OFA



Lisa Nagel
General Counsel/Vice President, Administration