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#### PREAMBLE

Whereas, the Association recognizes that the College has the full and exclusive responsibility and obligation of providing education and training for the students enrolled in its system; and

Whereas, the College recognizes the Association as the exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

Whereas, it is the intent and the purpose of the parties hereto that this Agreement respect and promote said responsibility and obligation of the College as well as the interest of its Employees; provide the highest quality education and training; prevent interruptions to and interferences with the College's services and programs; and set forth herein the rates of pay, hours of work and conditions of employment for the Employees covered by this Agreement;

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree that they will use good faith in the exercise of all rights and responsibilities under this contract, and they further agree as follows:

# ARTICLE I

#### RECOGNITION

- **1.01 AGREEMENT:** This is an agreement by and between Southern State Community College ("College") and Southern State Education Association ("Association"). The College hereby recognizes the Association as the exclusive representative for purposes of collective bargaining for all full-time faculty of Southern State Community College.
- **1.02 SCOPE OF THE UNIT:** The term "Employee" shall refer to all members of the bargaining unit, shall include all those persons who hold a "full-time faculty position" or title of librarian or counselor, and those full-time persons who teach nine (9) contact hours/week, credit, and/or non-credit continuing education courses (i.e., real estate, allied health, education) and those full-time persons funded through grant monies who teach nine (9) contact hours per week or more in courses that lead to a degree, and shall refer to all personnel, except those specifically excluded below, holding faculty contracts with the College. Further, those individuals who historically have been included in the bargaining unit shall be included.

Notwithstanding provisions of Article 1.04, a bargaining unit member defined herein shall retain bargaining unit status while teaching a contract course(s) whether for credit or not for credit.

#### 1.03 FACULTY LIAISONS:

provided in Article 1.02 above. Additionally, it excludes new instructional personnel in the Displaced Homemakers Programs.

- **1.05 UNIT DISPUTE:** In the event a dispute arises concerning the bargaining unit status of any Employee, the dispute may be submitted to arbitration in accordance with Article III.
- **1.06 SUPERVISOR DEFINED:** The supervisory responsibility for all bargaining unit members shall ultimately rest with

## **ARTICLE II**

### PROCEDURES FOR NEGOTIATIONS AND

## FOR RESOLVING NEGOTIATING DISPUTES

**2.01 PURPOSE:** This Article shall control the procedures utilized by the College and the Association for th

#### 2.05 GENERAL PROVISIONS:

- **2.051 CAUCUS:** Either Committee may call caucuses during a bargaining session.
- 2.052 **EXCHANGE OF DOCUMENTATION:** Upon written request, the College and the Association agree to provide each other with documentation, if any, to support positions taken during negotiation meetings.
- **2.053 WRITTEN PROPOSALS:** All major proposals and counterproposals shall be provided in writing.
- 2.054 **TENTATIVE AGREEMENT:** As items are negotiated and tentative agreement reached, said items shall be reduced to writing and initialed by a representative of each bargaining committee.
- **2.055 PUBLICATION OF NEGOTIATIONS:** During the period of negotiations between the two bargaining committees, no oral or written publication of the contents or the progress or the lack of progress of the negotiation shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee. An exception is, however, that the College's bargaining committee may inform the President, members of the College's Administration, and/or the Trustees of such events, and the Association's bargaining committee may inform the officers of the Association and its members of such events; but none of the persons who are thus informed may disclose and/or publish such information to any other person.
- 2.06 **MEDIATION:** After ninety (90) days of negotiations, either the College or the Association can give notice to the other during the time period of negotiations that it desires to select a mediator. The parties agree to utilize Federal Mediation and Conciliation Services to resolve the dispute. The parties will mutually request a mediator from the Cincinnati office. Meetings will be held at mutually agreed times and places. In the event the dispute is not resolved, the parties shall on the request of either party select an arbitrator pursuant to the rules of the American Arbitration Association.
- **2.07 ARBITRATION:** If the College and the Association have not entered into a collective bargaining agreement to succeed this Agreement prior to the expiration date of this Agreement, the arbitrator selected pursuant to Section 6 of this Article II shall conduct a hearing or hearings at which both parties shall have the opportunity to present relevant information regarding the

unresolved issues. The arbitrator shall make findings of fact and recommendations concerning the unresolved issues. In making his findings of fact and recommendations, the arbitrator shall consider the factors set forth below:

- a. Past collectively bargained agreements between the parties;
- b. Comparison of the positions of the College and Association on the unresolved issues and the terms and conditions of employment of other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- c. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effects of the adjustments on the normal standard of public service;
- d. The lawful authority of the public employer;
- e. The stipulations of the parties;
- f. Such other factors, not confined to those listed in this section, whi3il normal01 -(Tj0o

## ARTICLE III

#### **GRIEVANCE PROCEDURE**

#### 3.01 **DEFINITIONS**:

- **3.011 GRIEVANCE:** A grievance as that term is used in this Agreement, means a dispute between an Employee or Employees and the College, or between the Association and the College, concerning the interpretation or application of any specific provision of this Agreement.
- **3.012 GRIEVANT:** The "grievant" is defined as a member of the bargaining unit, group of bargaining unit members, or the Association initiating the grievance.
- **3.013 REPRESENTATION OR REPRESENTATIVE:** "Representation" or "representative" as provided for in this section shall be any member of the Association or OEA, or any legal counsel of a member of the bargaining unit.
- **3.014 ADMINISTRATOR:** The President shall designate the appropriate administrator, which may include the President, at all steps of the grievance procedure.
- **3.02 EXCLUSIVE REMEDY:** No grievance, the basis for which occurred before the effective date of this Agreement or after the expiration date of this Agreement, shall be considered or be subject to adjustment under this Article. The grievance procedure established herein shall be the exclusive remedy (except for violations covered by Equal Opportunity Laws) available to any Employee or to the Association for any alleged breach of this Agreement.

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grievance procedure, nor shall any record of the grievance be kept in any individual's personnel file.

- **3.05 MEETINGS:** Grievance meetings shall be scheduled at mutually convenient times. The grievant may have representation at any step of the grievance procedure. No reduction in compensation shall occur for any grievant or representative as a result of attending a meeting under the grievance procedure.
- **3.06 DISPOSITION OF GRIEVANCE:** Any disposition of the grievance will be sent to the home address and the campus address of the Association President, and, in the case of a grievance filed by an individual, to the employee's home and campus addresses, as well as to the home and campus address of the Association President.
- **3.07 ADMINISTRATIVE CHART:** At the beginning of each Academic Year the administration will provide each Employee with an administrative structure chart which will clearly indicate the immediate supervisor and the appropriate dean for each Employee.
- **3.08 ASSOCIATION GRIEVANCES:** Association grievances will begin at Step Two.
- **3.09 LEGAL REMEDY:** An Employee or Employees, or the Association, may not seek to enforce this Agreement by legal action of any sort or otherwise, except by following procedures discussed in Steps One, Two, and Three of Section 3.11.
- **3.10 GUARANTEES UNDER LAW:** Nothing herein contained shall deny to any individual or the College or the Association their rights under federal or state constitutions or law.
- **3.11 GRIEVANCE STEPS:** A grievance shall be processed in the following manner:
  - **3.111 STEP ONE—IMMEDIATE SUPERVISOR ORAL:** An Employee having a grievance shall discuss it orally with the Employee's immediate supervisor within twenty-one (21) working days after the event or occurrence complained of or within twenty-one (21) working days after the Employee learns or should have learned of the event or occurrence complained of. The immediate supervisor's answer must be given orally to the Employee within ten (10) working days.

- STEP TWO-IMMEDIATE SUPERVISOR WRITTEN: 3.112 If the Employee's grievance is not satisfactorily settled at Step 1 of the procedure, the grievance shall be reduced to writing on a grievance form (Appendix D), specifying the event or occurrence complained of, the facts and articles of the Agreement relied on, and the relief or remedy requested from the College. The grievance form shall be filed with the immediate supervisor within ten (10) working days after the immediate supervisor has given an answer to the Employee in Step 1 of this procedure. Within ten (10) working days after receipt of the grievance form, the immediate supervisor or the immediate supervisor's designee shall meet with the Employee and the Employee's Association representative. The immediate supervisor or the immediate supervisor's designee shall give an answer to the Employee's representative in writing within ten (10) working days after the meeting.
- **3.113 STEP THREE—PRESIDENT:** If the Employee's grievance is not satisfactorily settled at Step 2 of the procedure, the grievance form shall be submitted to the President of the College within ten (10) working days after the Step 2 answer has been given to the Employee's representative. Within ten (10) working days after receipt of the grievance form, the President or the President's designee shall meet with the Employee and the Employee's Association representative or legal counsel for the Association. The President or the President's designee shall give an answer to the Employee's representative in writing within ten (10) working days after the meeting.
- **3.114 STEP FOUR—FINAL AND BINDING ARBITRATION:** In the event that the grievance is still not satisfactorily settled, the Association may request submission of the grievance to impartial arbitration. The Association's written request for arbitration must be received by the President within ten (10) working days of receipt by the Association of the Step 3 answer. Any Employee who wishes to proceed to arbitration without Association endorsement will be responsible for all expenses incurred.
- **3.12 GRIEVANCE ARBITRATION:** Upon receipt by the College of the Association's notice of arbitration, the College and the Association shall jointly request the American Arbitration Association to provide a list of arbitrators from which the parties will select an arbitrator. The selection of the arbitrator shall be in accordance with the rules and procedures of the American Arbitration Association. Except as otherwise provided in this Agreement, the

rules of the American Arbitration Association shall apply to an arbitration conducted under this Article III.

- 3.13 **ARBITRATOR'S POWERS AND AUTHORITY:** Unless otherwise agreed by the College and the Association, the arbitrator shall render the arbitrator's decision in writing. If such decision is in conformity with the powers granted to the arbitrator in this Agreement, it shall be final and binding on the College and Association. The sole function of the arbitrator shall be to interpret the express terms of this Agreement and to apply them to the specific facts presented at the arbitration hearing. The arbitrator shall have no power to change, amend, modify, ignore, add to, delete from or otherwise alter this Agreement; nor to go beyond the issue raised by the original grievance; nor to rely on any issue not disclosed during the grievance procedure; nor to find a violation of any provision of the Agreement not specifically identified in the written grievance submitted at Step Two of Section 3.112 of this Agreement; nor to rule on a grievance the cause of which arose prior to the execution of this Agreement or which shall arise after the termination date of this Agreement; nor to grant any monetary award which is non-compensatory or punitive in nature.
- **3.14 ARBITRATION COSTS:** The costs of the proceedings, including the expenses and compensation of the arbitrator and the rental of facilities, if any, shall be borne equally by the College and the Association. If either party requests a transcript and record of exhibits for the arbitration, they shall be made and shall be the official record of the hearing. The cost of the transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the College and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

- **4.01 ASSOCIATION MEMBERSHIP:** Neither the College nor the Association shall discriminate against any Employee because of the Employee's membership in or activity on behalf of the Association.
- 4.02 **DUES DEDUCTION:** The College will deduct from the pay of the members of the Association covered by this Agreement any dues including local dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions for continuing Association members shall be made after membership verification, based on the renewal printout provided by the Ohio Education Association, is received by the Deductions for new Association members shall be made only College. following receipt from the Association of individually signed enrollment forms executed by the Association member for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation authorized 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 will be made from the Association members' pay on a regular semi-monthly basis, October through August.

Local dues shall be deducted at the time of the first payroll deduction. This will be in addition to the first regular deduction for state and national dues. The College shall transmit all deducted local dues to the local Association's Treasurer within one month after local dues are deducted. Pay deductions shall be transmitted to the OEA Membership Services monthly, October through August.

**4.021 INDEMNIFICATION:** The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and y signany and Eoon.

days after the effective date of appointment to a bargaining unit position, have a "Fair Share Fee" deducted from his/her pay and forwarded to the Association in accordance with the schedule in Article 4.02. The Association shall certify to the College the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time the Association certifies the amount of the fair share fee, it will provide the College a written report detailing the Association's fair share fee procedure.

**4.031 FAIR SHARE FEE DEDUCTION:** The deduction of the fair share fee by the College from the payroll check of the Employee and its payment to the Association shall commence with the first paycheck after January 15 of each year unless the College receives written notice from SSEA that a different date is legally required or that such Employee has elected to remit total payment to the SSEA by January 15. Fair share fee deduction shall be automatic and does not require the written authorization of the Employee. The fee

the appropriate administrative officer of the College, and such approval shall be determined within the guidelines of College policy.

**4.041 AGENT ACCESS:** An agent of the Association who is not an Employee may request, and be granted, access to College premises on the same terms and pursuant to the same procedures as those on which access to College premises is granted to members of the general public.

# ARTICLE V

#### **DURATION AND CONTRACT PROVISIONS**

- **5.01 DURATION OF AGREEMENT:** This Agreement shall become effective at 12:01 AM on September 1, 2004, except as otherwise specifically provided herein and shall continue in full force until midnight August 31, 2007, and continue in full force and effect from year to year thereafter unless either party serves notice in writing in accordance with Article II, Section 2.02 of this Agreement.
- **5.02 ENTIRE AGREEMENT:** The written Agreement constitutes the entire agreement between the College and the Association and supersedes and replaces any and all agreements, whether written or oral, or expressed or implied between and concerning the Employees and the College. Any amendment, modification, or addition to this Agreement must be in writing, ratified by the Association membership and the College Board of Trustees and duly signed by the parties to be effective.
- **5.03 GENDER USE:** Whenever the masculine gender is used in this Agreement, it

- **5.07 NO INDIVIDUAL INTERRUPTION OF OPERATIONS:** No Employee shall engage or encourage others to engage in any of the activities described in Section 5.06 above.
- **5.08 LOCKOUTS:** During the life of this Agreement, the College agrees that there shall be no lockout of Employees.
- **5.09 TERMINATION OF AGREEMENT BY MUTUAL CONSENT:** This Agreement may be terminated in its entirety at any time by mutual consent of the parties.

#### **ARTICLE VI**

## INDIVIDUAL EMPLOYEE CONTRACTS

**6.01 INDIVIDUAL CONTRACTS:** Each Employee shall enter into an individual contract with the College. The form of the individual contract is set forth in Appendix B. The salary of the individual contract is set forth in Appendix A. The salary of the Employee and duration of the individual contract shall be established therein consistent with this

- 6.041 WRITTEN CONTRACT: Employees on supplemental contracts shall be given a written limited contract specifying the duty, compensation, and duration. The contract shall also specify when and how compensation for supplemental duties is to be paid. Supplemental contracts may not be renewed and shall not be effective for more than twelve (12) months.
- **6.042 SUPPLEMENTAL PERFORMANCE:** An Employee's performance of supplemental contract duties that are not related to the duties he performs pursuant to his individual contract during an Academic Year, shall not be used to evaluate his performance of duties under his individual contract.
- **6.043 INFORMATION:** Upon request, the College shall provide to the Association President a copy of all four quarter contracts, supplemental contracts and/or release time agreements as awarded specifying names, duties, and compensation.
- **6.05 EMPLOYEE LISTS:** A list of all Employees currently on Four-Quarter contracts, supplemental contract, or released time, including names, duties, and compensation shall be provided to any Employee upon request.

#### **ARTICLE VII**

# WORKLOAD AND RESPONSIBILITIES

**7.01 ACADEMIC YEAR:** An Academic Year includes 3 Quarters--Fall, Winter, and Spring--as outlined by the accreditatio

- **7.04 ACADEMIC WEEK:** An academic week consists of all days on which an Employee is assigned to teach a class or perform other responsibilities or the Employee's scheduled office hours.
- **7.05 EMPLOYEE RESPONSIBILITIES:** Employees will normally average 40 hours per week in performing professional responsibilities. This includes off campus hours under the restriction in 7.13. The responsibilities of an Employee shall be as specified in this Agreement.

written notice to the employee and the president of SSEA of any such conditions at the time the employee is initially hired. These requirements will not exceed the required standards defined above.

- **7.061 CHANGE IN REQUIRED CREDENTIALS:** If the required credentials of the appropriate certifying agency should change, the college will follow the grandfathering recommendations of the agency. Should grandfathering not be recommended, the college will give employees affected by the change the full time allowed for implementation by the accrediting agency.
- **7.07 WORKLOAD DEFINITIONS:** For the purpose of establishing workload the following definitions are used:
  - 7.071 CREDIT HOUR: credit assigned for a course as defined by the

regulations, and program requirements of the Ohio Department of Vocational Education, or any other agency that governs and regulates the program in question.

- **7.083 OTHER:** Other members of the teaching faculty shall receive units as set forth below:
  - a. One unit for each credit hour per week.
  - b. One-half unit for each laboratory contact hour per week.
  - c. One unit for each credit hour (up to 10 students) in internship or field experience without on-site supervision.
  - d. One unit for each credit hour for each credit in the first course in a multi-course assignment.
  - If courses are offered by alternative methods including, but e. not limited to, distance learning or individualized study, the College in consultation with the employee, shall determine the number of units assigned for the course and the appropriate method of compensation for developing the alternative methods. This may include units assigned, supplemental contracts, staff development activities or other appropriate means. If this determination differs from the unit credit as defined in 7.083 a-d, the College shall give notice of this determination to the Association, units defined shall be as according equitable possible to the time and as responsibilities involved. The Chief Academic Officer and the Association shall meet at least once annually to review the arrangements at the request of either party.
  - f. One unit credit for each weekly contact hour in clinical practicums in the ADN, LPN, or Medical Assisting Programs.
- **7.084 CHANGE IN PROGRAM OR NEW PROGRAM:** If a significant change in the workload in a program occurs, or if a new program is instituted by the College, the College shall determine the number of units an Employee shall receive for various responsibilities in that program, and shall give notice of this determination to the Association.

Within 14 calendar days of its receipt of this notice, the Association may request a meeting with the College for the purpose of

conferring and negotiating any disagreement over the College's unit determination. Nothing in this section shall require a modification of any other provision of this Agreement. If the College and the Association are unable to reach agreement on the unit determination, the Association may within 14 days of the meeting held pursuant to this Section file a grievance directly at Step Three of the grievance procedure set forth in Article III, Section 3.113 of this Agreement.

- **7.09 RELEASE TIME:** Release time may be assigned by the College for the performance of professional tasks. This release time shall be specified in units and shall be counted as a part of the total assignment. Units assigned shall be as equitable as possible according to the time and responsibilities of tasks. Documentation of the assignment will be forwarded to Association President within a reasonable time after such assignment has been made.
- **7.10 ASSIGNMENT RESTRICTIONS:** No Employee shall be assigned, without the Employee's consent, to teach:
  - a. A class that is scheduled to end more than nine (9) hours after the scheduled beginning of the Employee's first class on that calendar day,
  - b. Classes on more than two (2) campuses in a calendar day, or
  - c. Classes on more than five (5) days during an academic week.
  - d. A class regularly scheduled to begin before 7:00 AM or regularly scheduled to end later than 10:15 PM.
  - e. No Employee shall be assigned release time duties without the Employee's consent unless the Employee has not satisfied the unit requirement for the Academic Year. Then the Employee is obligated to accept a mutually agreed upon release time assignment to satisfy the deficiency.
  - f. Participation in the development and teaching of distance learning courses is not mandatory for any employee.
- **7.11 CANCELLATION OF CLASSES:** Employees may not be assigned by the College to teach a class or perform duties on a day on which the College cancels classes for students.
- **7.12 MILEAGE PAYMENT:** If assignments are not on campus locations, the College will pay mileage at the current IRS rate for distances traveled in excess

of the distance traveled by the Employee in the Employee's normal assignment.

**7.13 ON-CAMPUS ACADEMIC WORKWEEK:** During an Academic Workweek an Employee, other than a Librarian, is required to be on-campus for 32 hours, excluding time spent on campus performing duties pursuant to a supplemental contract or for which the Employee is entitled to overload compensation. An Employee who is assigned to work as a Librarian is required to be on-campus for 36 hours during a week. An Employee who is assigned to work as a counselor is required to be on-campus for 40 hours during a week. When an Employee is required by the College to perform an assignment which requires the Employee to be off campus, necessary time spent performing that assignment is time on campus within the meaning of Section 7.13.

**7.16 PHILOSOPHY ON DISTANCE LEARNING:** The SSEA and the College agree that it is desirable to offer distance learning courses in order to provide an alternative method of learning to the traditional classroom. Such courses are considered an addition to the options available to the students, not a replacement of classroom based courses.

#### 7.17 DEVELOPMENT OF A DISTANCE LEARNING COURSE SHALL PROCEED AS FOLLOWS:

- **7.171** An Employee who wishes to develop a course in distance learning format will send a request to the appropriate dean.
- **7.172** If the request is approved, the Employee will be required to participate in approved course development training appropriate to the distance learning format, unless the Employee has already received such training. The College will provide approved training sessions or pay the cost of attending them. At least one approved training program will be available each year.
- **7.173** During the period of training and/or development, the College will assign to the Employee trained instructional design, technical, and clerical support personnel. The College will also provide the Employee with the necessary tools for development, including hardware, software, and peripherals.

# 7.18 COMPENSATION FOR THE DEVELOPMENT OF DISTANCE LEARNING COURSES SHALL BE DETERMINED AS FOLLOWS:

- **7.181 ONLINE COURSE DEVELOPMENT:** The Employee will be compensated with release time equal to 1.5 times the number of units assigned to the course for the first time s/he develops an online course. For subsequent development, the employee will be compensated with release time at least equal to the number of units assigned to the course.
- **7.182 ITV COURSE DEVELOPMENT:** The Employee will be compensated with release time equal to 1.0 times the number of units assigned to the course for the first-time development. For subsequent development, the Employee will be compensated with release time equal to at least 0.5 times the number of units assigned to the course.

**7.183 COURSE DEVELOPMENT BY OTHER FORMATS:** The Employee will be compensated with release time units, the number of which will be as equitable as possible according to the time and responsibilities involved. Any such arrangements will be in writing and forwarded to the Employee and the Association President.

# 7.19 DELIVERY OF DISTANCE LEARNING COURSES SHALL PROCEED AS FOLLOWS:

**7.191** During the delivery of a distance learning course, the College will assign to the Employee trained technical and clerical support personnel. The College will also provide the Employee with the tools necessary for delivery, including hardware, software, and peripherals.

# 7.20 CLASS SIZE FOR DISTANCE LEARNING COURSES SHALL BE DETERMINED ACCORDING TO THE FOLLOWING:

- **7.201 ONLINE COURSES:** Class size shall be a minimum of three (3) and a maximum of twelve (12) the first time an Employee teaches an online course. Thereafter, class size shall be limited to the nominal size of the class or twenty (20), whichever is less.
- **7.202 ITV COURSES:** Class size shall be limited to twelve the first time the Employee teaches an ITV course. Thereafter, class size shall be limited to the nominal size of the course or twenty (20), whichever is less. The number of sites will be limited to two (2) remote sites.

#### 7.21 COMPENSATION FOR DELIVERY OF DISTANCE LEARNING COURSES SHALL BE DETERMINED ACCORDING TO THE FOLLOWING:

- 7.211 ONLINE COURSES: The compensation for offering an online course will be equal to the number of units of the course plus one (1) additional unit for class size over fifteen (15).
- **7.212 ITV COURSES:** The compensation for an ITV course shall be the units assigned for the course plus one (1) unit for each remote site over one (1).
- **7.213 OTHER FORMATS:** The compensation for the delivery of a course using a format other than online or ITV will be as equitable as possible according to the time and responsibilities.

- **7.22 EMPLOYEE RIGHTS AND RESPONSIBILITIES FOR A DISTANCE LEARNING COURSE:** The Employee agrees to teach the distance learning course at least twice within two (2) years of completing the training and/or development unless one of the following conditions applies.
  - **7.221** The Employee is denied first right of refusal within the time frame stated above.
  - **7.222** The course is cancelled.
  - **7.223** The Employee and the appropriate dean agree that the course is not suitable for the distance learning format.
  - **7.224** The College does not schedule the class at least three (3) times over a two (2) year period.
  - **7.225** The College fails to meet one (1) of the conditions stipulated in Articles 7.172 through 7.173.
  - 7.226 Technical components or services upon which delivery of the course depends have not provided a minimum of ninety percent (90%) delivery rate the first time the Employee offers the course.
  - **7.227** The Employee decides not to offer the course, in which case the Employee shall be entitled to one-half (1/2) the release time as indicated in Articles 7.181 and 7.182 provided the Employee has completed the College's training program.
- **7.23 EMPLOYEE PREPARED MATERIALS:** The College confers upon the Employee ownership of all materials prepared for the classroom, educational, or professional purposes. In matters of distance learning, the College may transmit an Employee-created course and materials during the quarter in which the Employee has contracted to teach the course and when the Employee is being compensated according to Articles 7.181 7.183; however, the College may not retransmit said materials in future quarters without written agreement between the College and the Employee that includes just compensation.

### ARTICLE VIII

#### ADVANCEMENT IN RANK

**8.01 ACADEMIC RANK:** Employees of the College are classified in the five academic ranks set forth below. The minimum criteria for an Employee to be promoted to one of these ranks are set forth below:

#### 8.011 **INSTRUCTOR**:

- a. Undergraduate degree or equivalent professional work experience in the field of specialization as determined by the College.
- b. Evidence of potential professional teaching ability.
- c. Evidence of professional development plan in achieving a Master's degree within five (5) years.

#### 8.012 ASSISTANT PROFESSOR:

- Master's degree or equivalent professional work experience in the field of specialization, which must consist of at least three (3) years of successful full-time college teaching.
- b. Evidence of professional teaching ability.
- c. Evidence of professional interest in continuing education endeavors.
- d. At least three (3) full-time Academic Years in the previous
  - S

- b. Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.
- c. Evidence of active professional leadership in faculty activities both in and out of the classroom.
- d. Evidence of professional interest in continuing educational endeavors.
- e. At least three (3) full-time Academic Years in the previous rank at Southern State Community College for all currently employed SSCC Employees seeking promotion to this rank.

#### 8.014 PROFESSOR:

- a. Doctorate degree, and at least seven (7) years of successful full-time college teaching or a master's degree plus 60 additional graduate (quarter) hours from a regionally accredited institution or the equivalent combination of graduate quarter hours and other professional activities approved by the CAO, and ten (10) years successful teaching with Southern State. Two thirds of all graduate hours must be directly related to the employees job responsibilities. Hours completed prior to September 1, 1998 will be grandfathered.
- b. Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.
- c. Evidence of active professional leadership in faculty activities both in and out of the classroom.
- d. At least three (3) full-time Academic Years in the previous rank at Southern State Community College for all currently employed SSCC Employees seeking promotion to this rank.
- **8.02 RANK/COMPENSATION:** Rank and compensation are not related.
- **8.03 PROMOTION COMMITTEE:** Employees may apply for promotion to the Promotion Committee. The Promotion Committee shall be comprised of the Chief Academic Officer or an academic officer who holds the rank of Campus Director or higher, one other administrator, and three faculty members elected

### **ARTICLE IX**

### **EVALUATION**

- **9.01 PURPOSE:** The purpose of the evaluation process is to give Employees the opportunity to review their performance and to encourage continued improvement and growth.
  - **9.011 CAO**: Refers to the supervisor identified in 1.06 by whatever title.
- **9.02 AREAS OF EVALUATION**: Employees will be evaluated on their job requirements as defined in 7.051. Employees will be evaluated in one or more of the areas listed below. Each Employee will be evaluated in the area of "teaching". Although professional development and service to the college are important parts of professional behavior, not every Employee will be evaluated in these areas during an evaluation period.
  - 1. "Teaching"
  - 2. Professional development
  - 3. Service to the College
- **9.03 REFERENCE MATERIALS**: The CAO will maintain a file of reference materials in the LRC. This file will include:
  - a) Copies of Article IX in its final form
  - b) Any necessary definition of terms
  - c) Samples of evaluation methods and tools

Faculty may submit materials to the CAO for inclusion in this file.

**9.04 FREQUENCY OF EVALUATION**: An Employee will be evaluated each year for their first two years (probationary) as a full-time faculty member at SSCC. After the probationary period of two years, Employees will be evaluated once every three succeeding year period.

#### 9.05 PERSONNEL FILE

#### 9.06 EVALUATION PROCESS:

- **9.061 STEP 1:** By October 15 of each academic year, the dean of the division or the CAO will notify the Employees who are to be evaluated during the academic year.
- **9.062 STEP 2:** The Employee will develop a written evaluation plan that will include the objectives upon which they will be evaluated and the tool or methods to be used. This plan will be submitted to the dean of the division or the CAO by October 31.
- **9.063 STEP 3:** The dean of the division or the CAO will schedule a meeting with each Employee to be evaluated to discuss the Employee's evaluation plan. Both parties will sign the plan. The first meeting will be held prior to the end of the fall quarter.
- **9.064 STEP 4:** The Employee will complete the evaluation activities June 30. In extenuating circumstances, an Employee, other than Employees within their first two years at SSCC, may request a one year extension.
- **9.065 STEP 5:** The Employee will schedule a meeting time(s) during the evaluation process to present his/her evaluation materials to the dean of the division or the CAO.
- **9.066** The dean of the division or the CAO will verify in writing that an Employee who has completed these steps has met the contract requirements for evaluation.
- **9.067** The Employee may appeal any decision by the dean of the division to the CAO at any step of the evaluation process.

#### 9.07 FACULTY EVALUATION METHODS AND TOOLS:

**9.071 TEACHING**: Because the classroom conditions, student makeup, individual program and course objectives, and other important conditions and circumstances can vary greatly from Employee to Employee, Employees, in consultation with the dean of the division or the CAO, will decide which specific aspects of classroom performance or which specific job description duties will be considered during the evaluation period. Examples of acceptable evaluation tools include, but are not limited to, the following:

Video tapes of teaching, counseling, tutoring, advising, etc.

Standardized student evaluations

Narrative student evaluations

Standardized peer evaluations

Evaluative letters from students

Standardized CAO evaluation

Narrative CAO evaluation

Evaluative letters from former students/alumni

Evaluative letters from peers

Various materials that illustrate students' success may include, but are not limited to, the following:

Pre- and post-exam results

Examination results

Sample student papers

Tests and quizzes

Student creations

Sample student journals

Various materials will illustrate the Employee's work may include, but are not limited to, the following:

Handouts

Syllabi

Assignments

Supplemental Texts

Audio tapes and videotapes of lectures

Lecture notes

Faculty journals and diaries

Computer diskettes

Computer programs and/or software

Availability of the services provided

Student use of the services provided

Advertising or announcements of available services

**9.072 PROFESSIONAL DEVELOPMENT**: Professional development activities vary greatly from one Employee to the next and from one year to the next. Employees who worked on professional development activities as part of their workload will, in consultation with the CAO, determine what specific aspects of their professional development will be considered during the evaluation period. Examples of acceptable evaluation methods and tools include, but are not limited to:

Documentation of successful completion of additional credit courses

Documentation of the successful completion of continuing education courses

Documentation of membership in professional organizations

Documentation of attendance or participation in a local, state, national, or international professional conference or seminar

Documentation of subscriptions to professional publications

Evidence of original work, research, consulting activities, etc.

Videotapes

Slides

Audiotapes

Letters of recommendation from professional colleagues

Personal narratives

Manuscripts

Documentation of professional presentations

# INDIVIDUAL FACULTY EVALUATION PLAN (AND REPORT) (ACADEMIC YEAR)

Name:		 Date:	
Rank:		 	
Department:		 	
	certify that this Em process as defin- igreement.		
Faculty Signature: _		 	
Date:			
Dean of the Division S	ignature:	 	
Date:			
CAO Signature: _		 	
Date:			

# ARTICLE X

### DISCIPLINE AND DISCHARGE

- **10.01 DISCIPLINE/DISCHARGE:** The College will not discharge or discipline an Employee during the term of the Employee's individual contract, or decline to offer an Employee a contract for the next Academic Year, without just cause provided, however, that this Article X shall not apply to the nonrenewal of the contract of an employee who will not have completed more than two (2) Academic Years as an Employee of the College at the end of the current Academic Year or to the nonrenewal of a contract for the reasons set forth in Section 11.03 of Article XI of this Agreement.
- **10.02 WRITTEN NOTICE:** In the event the College is formally considering the discharge of an Employee during the term of the Employee's individual contract, or declining to offer an Employee a contract for the next year in circumstances to which this Article X applies, it shall give written notice to the Employee that such action is under consideration. This notice shall summarize the reasons under consideration.
- **10.03 RIGHT TO HEARING:** An employee who is given such notice may request a hearing before an administrator designated by the College within 14 calendar days of the Employee's receipt of it. This request shall be in writing, shall be given to the Employee's supervisor, and shall include a summary of the reasons the Employee contends the action should not take place and identify the written provision or provisions of this Agreement, if any, claimed to have been violated.
  - **10.031 HEARING TIME AND PLACE:** The hearing before the administrator shall take place at a reasonable time and place to be mutually agreed on.
  - **10.032 HEARING CONTENT:** The College shall set forth at the hearing the reasons for which it is considering discharge of, or declining to offer a contract to, the Employee. The Employee may ask questions concerning these reasons and present relevant information. The Employee may at his option be represented by the Association or a person designated by the Association at this hearing.
  - **10.033 IN LIEU OF GRIEVANCE:** An Employee who invokes the hearing procedure set forth in this Section 10.03 of Article X may not file a grievance pursuant to Section 3.11 of Article III.

**10.04 COLLEGE DECISION:** Following the hearing set forth in Section 10.03 of this Article X, the College shall review the information and reasons presented at the hearing and the Employee's personnel file and decide whether to discharge, or decline to offer a contract to the Employee. The Employee will be given notice of this decision within 21 calendar days of the end of the hearing or within seven calendar days of the first meeting of the College's Board of Trustees following the hearing, whichever is later. The College's notice given pursuant to this Section shall constitute a Step three grievance answer, and the Association may invoke Step four of Article III, Section 3.114, pursuant to the provisions of that Step.

### **ARTICLE XI**

### SENIORITY

- **11.01 DEFINITION:** Seniority is defined as the length of continuous full-time service as an Employee.
- **11.02 SENIORITY LIST:** The College will furnish to the Association a list showing the seniority of each Employee on or about October 15 of each year.
- **11.03 TERMINATION OF SENIORITY STATUS:** An Employee's seniority and employment status shall terminate if:

a.

**11.051 RETURN FROM LAYOFF:** An Employee will report for work from layoff within fourteen (14) days, or such longer time as the College and Employee may agree, of the date the Employee is notified of recall from layoff, unless a just cause reason is given.

### ARTICLE XII

#### FILLING OF VACANCIES

- **12.01** (PROFESSIONAL) VACANCY DEFINED: A Professional vacancy is defined as a full-time, supplemental, or summer quarter position with duties of a professional nature either academic or administrative which is either newly created by the College or the College determines to fill.
- **12.02 POSTING:** When the College determines that a Professional vacancy exists the College shall post the position. Postings for professional vacancies will include duties, compensation, and qualifications. Vacancies for which postings are to be mailed include postings to all employees with off campus assignments, postings to all individuals on layoff status, and postings to all employees during exam week. During summer and between quarter breaks mailed postings will be postmarked 14 days prior to hiring. Postings that are not to be mailed will be placed on the bulletin boards on each campus and in faculty mailboxes 7 days prior to hiring.
- **12.03 BARGAINING UNIT MEMBER PREFERENCE:** Bargaining unit members, including those on layoff under the conditions of 13.08 will be considered for any Professional vacancy prior to the College considering applicants who are not employed by the college. Posting will be in accord

- e. the overall staffing needs of the College
- f. the fiscal and budgetary circumstances of the College
- g. seniority

Where factors (a) through (d), above, are relatively equal, seniority shall govern.

# ARTICLE XIII

## **REDUCTION IN FORCE**

- **13.01 UNFILLED POSITIONS:** Positions which are vacant due to the resignation or retirement of an Employee will not be considered a reduction in force as it is referred to in the rest of this Article.
  - **13.011 REVIEW PROCESS:** When a position becomes vacant due to the retirement or resignation of an Employee, a Program Review Committee consisting of administration, and faculty chosen by the faculty senate, will review faculty staffing needs and make recommendations to the Chief Academic Officer.
- **13.02 CONDITIONS FOR RIF:** Reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment, or financial exigency.
- **13.03 UNDERUTILIZATION OF STAFF/PROGRAM RETRENCHMENT:** RIF due to underutilization of staff or program retrenchment will follow these guidelines:
  - **13.031 PROGRAM REVIEW COMMITTEE:** When a program or enrollment review process conducted by a Program Review Committee consisting of administration, and faculty chosen by the Faculty Senate, identifies problem areas such as underutilization of staff, enrollment declines or other program difficulties, the Committee shall meet with the President to consider alternatives for correcting the difficulty prior to reducing faculty or eliminating entire or partial programs.
  - **13.032 NOTIFICATION:** Individual faculty members who will be affected by the proposed reduction will be notified by the end of Fall Quarter that their contract will be terminated at the conclusion of their individual contract unless financial exigency is declared.
  - 13.033 CHANGE IN CONTRACT DURATION:

- **13.05 LAYOFF DUE TO FINANCIAL EXIGENCY:** If a layoff is declared due to a financial exigency declared by the Board, the President shall notify in writing the faculty members affected and the SSEA at least thirty (30) calendar days prior to the effective date of said layoff. The College and SSEA will discuss possible ways of avoiding such layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this contract. The College shall first determine which nonpersonnel expenditures shall be curtailed before laying off faculty.
- **13.06 ORDER OF LAYOFF:** In the program area(s) affected, providing that the remaining faculty can reasonably cover the remaining teaching assignments, full-time faculty with the least seniority shall be the first to be reassigned or laid off. Seniority is defined in Section o o

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following the effective date of the RIF. The Employee may continue all benefits provided by the College at the time of RIF in accordance with COBRA.

# **ARTICLE XIV**

- b. Work performance.
- c. Education and training.
- d. Experience.
- e. The overall staffing needs of the College.
- f. The qualifications of remaining Employees to perform remaining assignments.
- g. Seniority.

Where factors (a) through (d), above, are relatively equal, seniority shall govern. The College may, however, based on the needs of the College, including factors (e) and (f), above, make assignments to Employees other than those who would have been assigned pursuant to the preceding sentence.

- **14.07 MAXIMUM NUMBER OF UNITS:** Before non-Employees are assigned to teach unassigned classes, Employees who have given notice as provided in Section 14.03 and who are qualified to do so, shall be assigned to teach such classes, provided, however, that no Employee has been assigned to teach more than twenty-one (21) Units in any Quarter of an Academic Year. If the College requests the bargaining unit member to teach more than twenty-one (21) hours, then the bargaining unit member shall receive a payment of one and a half (1.5) times the overload payment in Section 16.07 for each unit above twenty-one (21).
- **14.08 OVERLOAD:** When there are classes which are not offered on the regular quarter schedule, the College will designate the quarter to which the units would be applied for overload purposes.
- **14.09 TRANSFERS:** After the assignment of Employees as provided in Section 14.04 of this Article XIV, the College may, after consultation with an affected Employee, reassign and transfer an Employee because new classes or sections of courses are offered or classes or sections of courses are eliminated from the schedule.
- **14.10 SUMMER QUARTER ASSIGNMENTS:** An Employee may notify the College of the Employee's desire to teach during the Summer Quarter. This notification shall identify the classes the Employee desires to teach. Teaching assignments for the Summer Quarter will be offered to qualified Employees who have so

notified the College before they are offered to other persons. The College will not assign an Employee more than 15 Units for a Summer Quarter unless other qualified Employees, who have notified the College of their desire to teach during the Summer Quarter, have been offered the opportunity to teach the class in question.

### ARTICLE XV

#### GENERAL PROVISIONS OF EMPLOYMENT

- **15.01 PERSONNEL FILE:** The College shall maintain a personnel file for each bargaining unit member.
  - **15.011 CONTENTS OF FILE:** The personnel file shall include items relating to work performance, discipline, evaluation and routine financial and personnel information. The Association will be apprised of the location of the Employees' personnel files. Employees will be given copies of materials placed in their personnel files. Anonymous documents shall not be placed in the personnel file.
  - **15.012 EMPLOYEE REVIEW OF PERSONNEL FILES:** An Employee shall have reasonable access to the Employee's personnel file on request; normally, access will be provided within one working day of the request. An Employee, upon request, shall be given a copy of all documents and materials from the personnel file within a reasonable period of time, normally within one working day of the request. A representative of the Association may be present while an Employee inspects the Employee's personnel file and/or may inspect that Employee's personnel file.
  - **15.013 SUBMISSIONS TO PERSONNEL FILE:** An Employee may respond in writing to any evaluation or other document or material contained in the Employee's personnel file, and may place a reasonable quantity of documents and materials that are relevant to the Employees qualifications or work performance for the College. Any such response, document, and material will be retained in the Employee's personnel file.
  - **15.014 PUBLIC ACCESS TO PERSONNEL FILES:** Access to an Employee's personnel file byan s

- **15.015 PERSONNEL FILE INFORMATION:** The College shall maintain in the personnel file only that information that is consistent with Ohio Revised Code Section 1347.
- **15.02 JOB DESCRIPTIONS:** The College shall establish a job description for Employee positions setting forth the duties of each position, and a copy shall be sent to the Association President.

- **15.10 MAIL, ELECTRONIC MAIL, COMPUTER ACCESS:** No Employee of the College shall open any mail or access any electronic mail that is addressed exclusively to an Employee, except with the prior authorization of the addressee or as required by law.
- **15.11 DISCRIMINATION CLAUSE:** Neither the College nor the Association shall discriminate against any Employee because of that Employee's race, creed, color, national origin, sex, age (as defined in the Age Discrimination in Employment Act of 1967, as amended, or in Ohio law governing age discrimination), or handicap/disability (as defined in the Rehabilitation Act of 1973, as amended, in Ohio law governing handicap discrimination, or in the American With Disabilities Act of 1990). The provisions of this Section 15.11 shall not be subject to the grievance procedure set forth in Article III of this Agreement.
- **15.12 NO SMOKING POLICY:** The College and the Association agree that there will be no smoking by any Employee in any campus building, consistent with the College's and the State of Ohio's No Smoking Policy.

# **ARTICLE XVI**

#### COMPENSATION

- **16.01 FOUR-QUARTER CONTRACTS:** Compensation for duties performed pursuant to a Four-Quarter contract shall be at the same rate for the Academic Year pro-rated on the basis of the nine (9) month Academic Year contract. Payment shall be on usual pay dates during the Four-Quarter contract period.
- **16.02 SUPPLEMENTAL CONTRACTS:** Compensation for duties performed pursuant to a supplemental contract shall be paid as set forth in the supplemental contract between the Employee and the College. Employees performing the same or similar duties pursuant to a supplemental contract shall be paid at the same or similar rates of compensation. Faculty Liaisons (by whatever title), who are without supervisory responsibilities, will be selected by the College after two weeks' posting and will be paid \$1200 per quarter or; \$600 and one and one-half hours release time per quarter (for summer, fall, winter and spring). Consideration will be given to Employees when the College selects Faculty Liaisons. The College shall solicit the department Employees' participation in the selection, recommendation, reappointment, or replacement of Faculty Liaisons for that particular department.
- **16.03 INDEPENDENT STUDY:** Upon approval by the Chief Academic Officer, independent study compensation shall be one hundred dollars (\$100.00) per student for a one or two credit hour course and two hundred dollars (\$200.00) per student for courses that are three or more credit hours. Units taught as independent study shall not be included in the employees' computation towards overload. Compensation for independent study shall be paid at the end of the quarter in which the study is completed.
- **16.04 OVERLOAD:** Overload is defined to be units worked that are in excess of the normal workload as defined in Section 7.08. Overload units will be determined quarterly.
  - **16.041 OVERLOAD CONDITIONS:** Employees who work more than 15 units during a quarter will receive overload compensation for that quarter unless one of these conditions apply:
    - A. An Employee agrees to work overload without compensation in which case this work will be considered a service given to the College.

- B. An Employee works more than 15 units in one quarter but does not intend to exceed 45 units for the year.
- C. An Employee elects to defer overload payment until a later quarter of the Academic Year.
- **16.042 OVERLOAD COMPENSATION:** The compensation for each unit of overload will be governed by the following unless Section 14.07 applies:

9/1/04 – 8/31/05	\$382.00
9/1/05 – 8/31/06	\$395.00
9/1/06 – 8/31/07	\$409.00

16.043 OVERLOAD PAYMENT SCHEDULE:

- **16.061** "YEARS WITH SOUTHERN STATE" means completed full years of teaching experience at Southern State Community College as of the beginning of an Academic Year.
- **16.062** "DEGREE" means the highest degree or degree and additional quarter credits or equivalent attained by the Employee in an undergraduate or postgraduate institution of higher education. Unless otherwise agreed in advance and in writing by the College and the Employee, only credits in graduate level courses shall be considered in placing Employees on the Salary Schedule above the Bachelor's Degree level.

Employees planning to take graduate level courses must get prior undergradu full y tge sa(u)-m0.00(u)-6(e)2(lm)-(o)-1(r sree )1(i Tw -18.3138Td[

- f. Experience shall be calculated to the nearest year.
- g. Return of retired employees to a full-time position within the College: Members of the Association who retire and return as full-time faculty must begin to accumulate seniority as a new hire. Previously accumulated seniority will not be carried over. The Employee will be placed on the faculty pay scale according to credentials and experience; however, no Employee who has retired from SSCC and is returning to full-time status will be placed higher than Step 10 on the faculty pay scale.
- **16.064 STEPS:** After initial placement in accordance with provisions of this Contract, an Employee shall advance to the next step in accordance with provisions of this Contract except as otherwise provided herein.
- **16.07 BASE SALARIES:** Base salaries, which are established at the Bachelor's Degree level, during the term of this Agreement shall be:

Effective 9/1/04	Effective 9/1/05	Effective 9/1/06
\$22,229	\$22,673	\$23,127

- **16.08 DEVIATIONS FROM SALARY SCHEDULE:** Deviations from the salary determined pursuant to the Salary Scheduled contained in Appendix A may occur, as follows:
  - **16.081 LIMITATIONS AFTER SEPTEMBER 1, 1989:** With the written approval of the Association, the College may exceed the salary in the Salary Schedule set forth in Appendix A by not more than \$5,000, for an Employee who begins working for the College on or after September 1, 1989, or later.
  - **16.082 LIMITATIONS BEFORE SEPTEMBER 1, 1989:** For Employees who began working for the College before September 1, 1989, the differential, if any, between the salary to which he/she was entitled pursuant to the Salary Schedule and Index in the 1986-1989 Agreement, and the salary he/she received, for the 1988-89 Academic Year may be maintained as a differential from the Salary Schedule.
- **16.09 PAYROLL PRACTICES:** Each Employee will be paid the Employee's annual salary set forth in the Employee's individual contract in twenty-four (24) equal

installments. Payments will be made on the fifteenth and last days of each month. Payment shall begin on September 15.

16.10

## ARTICLE XVII

### EMPLOYEE BENEFIT PROGRAMS

- **17.01 CONTINUATION OF MEDICAL INSURANCES:** The College shall continue 1997-1998 medical benefits, coverages and premiums during Contract Years 1998-99.
- **17.02 MEDICAL EXPENSE INSURANCE:** The current medical expense insurance plan is set forth in detail in the policy or policies of insurance which contain the detailed, specific terms and conditions of the coverage. Employees are eligible to participate in this plan of group medical insurance as follows:

17.021 SINGLE OR

and agents. An insurance committee shall be initiated by 12/31/04 with equal representation from faculty, staff, and administration. This committee shall continue for the duration of the contract.

- **17.023 DEDUCTIBLES:** The Employee is responsible for the payment of all applicable deductibles pursuant to the medial insurance plan.
- **17.024 TERMINATION OF COVERAGE:** College contributions to the cost of medical insurance coverage for an employee who is not actively at work shall terminate at the end of the calendar month following the month in which the Employee ceases to receive compensation from the College except for Employees on RIF status as provided in Section 13.09, Article XIII.
- **17.025 NEWLY HIRED EMPLOYEES**: When an applicant has been selected for a bargaining unit position, the College will provide the applicant with an outline of the medical benefits, a copy of the medical plan, and a description of any preexisting restrictions.

#### 17.03 TUITION WAIVER:

- **17.031 EMPLOYEE/DEPENDENT:** Children, stepchildren and grandchildren of Employees under the age of twenty-four (24), Employees and spouses of Employees may attend classes at the College without payment of tuition under the following conditions:
  - a. Employees may enroll in and attend classes only if it does not conflict with their normal working hours or with their ability to perform their duties at the College.
  - b. Children, stepchildren and grandchildren of Employees under the age of twenty-four (24), Employees and spouses of Employees, will be responsible for paying the course fee

- **17.032 DEATH OF EMPLOYEE:** The spouse, and each child under the age of twenty-four (24) at the time of the Employee's death who dies during the term of an individual contract between the Employee and the College shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree, subject to provisions of 17.031. There is no time limit on the use of this benefit for a spouse unless he or she remarries. If the spouse remarriage date. Children, however, under the age of twenty-four (24) at the time of the employee's death, must utilize this benefit before the child's twenty-fourth (24<sup>th</sup>) birthday. After this date, the benefit immediately ceases.
- **17.033 RETIREMENT OF EMPLOYEE:** The Employee, spouse and each child under the age of twenty-four (24) and living with the Employee at the time of the Employee's retirement who retires after five (5) years of service to the College as an Employee shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree subject to the provisions of 17.031. An Employee must have served five (5) consecutive years with the College as an Employee before retiring before he and/or his family may utilize this benefit.
- 17.04 LIFE INSURANCE: During the life of this Agreement, the College shall

reimbursement shall be made in the order of the approval of classes until the fund is exhausted.

- **17.06 TRAVEL EXPENSE REIMBURSEMENT:** The College shall reimburse Employees for ordinary and necessary business expenses incurred by an Employee in the course of completing work assignments at the current IRS rate. Reimbursement is limited to amounts reimbursable to employees of the State of Ohio under applicable rules and regulations. Ordinary and necessary business expenses include transportation expenses incurred for mileage between campuses of the College in a personal vehicle when an Employee is required by the College to be on more than one campus on a day, but does not include commuting expenses. To receive reimbursement, an Employee must submit the Employee's expense statement within thirty (30) days after the end of the quarter in which the expense is incurred.
- **17.07 PROFESSIONAL MEMBERSHIPS:** The College shall, on proof of payment of dues, reimburse each Employee for the reasonable cost of annual dues (to a maximum of \$100 per person) for membership by that Employee in one (1) professional organization related to the subject matter area in which the Employee is responsible for instruction, or library science, if the Employee submitted a request in advance for approval, identifying the organization and the amount of dues, and the College approved it.
- PROFESSIONAL CONFERENCES, MEETINGS OR WORKSHOPS: The 17.08 College shall pay moderate and necessary expenses for Employees to attend professional conferences, meetings, workshops and/or other professional activities during the Academic Year or the Summer Quarter. The employee requesting funds must complete the professional meeting request form and receive approval prior to the event and allow at as 83 n pro 0 T8,d(mpy83e65) prepayment of registration fees. ement for expenses Re that have not been preapproved will be at the discretion of the College. After returning from the conference meeting, or workshop, the employee will complete the travel reimbursement form within forty-five (45) days. The college will ps.3909 Tw ps will ps.390y (30 Esp-4(e)ocede

- **17.092 SALARY REDUCTION METHOD:** If permitted by applicable law and regulations, each Employee's compensation shall be reduced by the amount of the Employees share of the required contribution to STRS and the College shall remit that amount on behalf of the Employee The calculation of each Employee's share shall be based on the Employee's compensation prior to the reduction for this STRS contribution on the Employee's behalf. Each Employee's compensation will, for income tax and other appropriate and permitted purposes, be considered to be reduced by this STRS contribution on the Employees behalf. This method of calculation and payment shall apply to all Employees.
- **17.093 PERMITTED BY LAW:** If Section 17.102 of this Article is not permitted by applicable law and regulations, the Employee's share of the required STRS contribution shall be by the Employee through payroll deduction from the Employee's compensation.
- **17.10 TAX SHELTERED ANNUITIES:** The College will deduct from the compensation of any Employee and remit to a designated investment organization the amount authorized by an Employee for investment in a qualified tax sheltered annuity plan, if:

a.

<u>2005</u>	<u>2006</u>	<u>2007</u>
\$850	\$900	\$950

The maximum amount allowable in an individual Employee's medical account, including Employer and Employee contributions, will be at least three thousand, one hundred dollars (\$3,100). Flexible spending

professional or technical experience or course of study for which it was granted shall be provided to the Employee.

- **18.024 CONFIRMATION OF RETURN TO WORK:** At least ninety (90) days prior to the termination of a professional leave of absence, the Employee shall notify the College in writing of the Employees continuing intent to return to work following the termination of the professional leave of absence. Failure to provide this written notification shall result in the termination of the Employee's employment status with the College, effective on the last date on which such notice could be properly submitted.
- **18.025 REINSTATEMENT RIGHTS:** An Employee returning from a professional leave of absence will be placed in the position he/she held before the commencement of the leave, or in a similar position.

# 18.03 SICK LEAVE:

- **18.031 EARNINGS/ACCUMULATION:** An employee shall be granted paid sick leave at a rate of 1.25 days per month, for twelve (12) months in a year, for the duration of the Employee's contract period of employment with the College. Sick leave may be accumulated to a maximum of 260 days. Any documented and unused sick leave, accumulated by an Employee while in the employment of any state agency or public school, college or university system in the United States, will be placed to the Employee's credit, subject to the maximum limit of 260 days as set forth above. An Employee may use accumulated sick days, with the approval of the Employee's regular rate for any of the following reasons:
  - a. The inability to perform work because of illness, accident, injury, surgical procedure, or other condition, including the inability to work for reasons associated with pregnancy. Included are days of absence for which Employee has been granted a medical leave of absence.
  - b. Absences for reasons of:
    - 1. Exposure to communicable disease that may result in the infection of others; or
    - 2. Illness, injury, accident, or death of members of the Employee's immediate family.

- **18.032 SEVERANCE PAY:** An Employee who has ten (10) or more years of employment with any state agency, public school, or college or university in the United States may at the time of retirement request payment based on the number of days of paid sick leave to the Employee's credit under this Section 18.03. For purposes of this Section 18.032, retirement means retirement under the State Teachers Retirement System. The payment shall be according to the following conditions:
  - a. Payment shall consist of one-fourth (1/4) of the number of days of paid sick leave to the credit of the Employee at the Employee's rate of pay at time of the Employee's retirement, up to a maximum payment of 38 days.
  - b. Upon payment to an Employee under this Section 18.032, all paid sick leave to the Employee's credit shall be canceled and may not, thereafter, be used for any purpose.
  - c. Payment pursuant to this Section 18.032 shall be made to an Employee only once during his/her lifetime. If an Employee received a payment pursuant to this Section 18.032 returns to employment with any state agency or public school system in the State of Ohio, the Employee may accrue paid sick leave as provided in Section 18.031, but the Employee may not receive a second payment pursuant to this Section 18.032 at the time of any subsequent retirement
  - d. This Section 18.032 does not apply to any termination from employment of the College, other than retirement.
- **18.04 MEDICAL LEAVE OF ABSENCE:** An Employee who is unable to work as specified in Article XVIII, Section 18.031 may request, and may be granted by the College, a medical leave of absence without pay and benefits for a specified period of time not to exceed one year after the exhaustion of all sick leave.
- **18.05 CHILD CARE:** Upon written request to the College, a leave of absence, or a renewal thereof, without pay for child care shall be granted to an Employee.
  - **18.051 REQUEST:** The request shall, if possible, be made thirty (30) days before the date of commencement of the leave, or as soon as possible.

- **18.052 PERIOD OF LEAVE:** The initial leave shall be granted through the end of the Academic Year in, or for which it is requested. A renewal of the leave for one (1) additional Academic Year shall, on proper request, be granted.
- **18.053 NOTICE FOR NEXT ACADEMIC YEAR:** On or before the end of the Winter quarter in any Academic Year in which an Employee is on child care leave, the Employee shall give written notice to the College of the Employee's intentions for the next Academic Year.

- 2. Acquiring additional technical or professional experience; or
- 3. Retraining of an Employee whose current position may be eliminated as a result of declining enrollment or program termination.

The granting of a paid professional leave of absence shall be at the College's sole discretion.

- **18.091 SERVICE / REIMBURSEMENT REQUIREMENT:** An Employee taking a paid professional leave of absence, as set forth above, shall provide at least one (1) Academic Year's service following such leave. If at least one (1) Academic Year's service is not completed by the Employee, then the Employee shall reimburse the College for the salary and benefits paid during the paid professional leave of absence. Death or disability of the Employee shall waive this service/reimbursement requirement.
- **18.10 FACULTY EXCHANGE:** A faculty member who is selected for participation in a bona fide exchange program in which there is no significant cost to the College, may, with the approval of the College, be granted up to a one-year leave. Seniority, salary, and similar benefits will continue during the year of exchange.
- **18.11 RETURN TO BARGAINING UNIT FROM NON-BARGAINING UNIT POSITIONS:** An Employee who accepts a non-bargaining unit position may return to the bargaining unit under the following conditions:
  - **18.111 RETURN ONE YEAR OR LESS:** An Employee who returns to the bargaining unit one year or less after acceptance of a non-bargaining unit position shall not earn seniority for the period of time while in a non-bargaining unit position. The Employee shall, however, earn time toward advancement on the salary schedule. The Employee shall return to the same or comparable position.
  - **18.112 RETURN MORE THAN ONE YEAR:** The Employee's placement on the salary schedule will be calculated according to the agreement in effect at the time the Employee returns to the bargaining unit.

# ARTICLE XIX

# EFFECTS OF THE AGREEMENT

- **19.01 WAIVER:** Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.
- **19.02 HEADINGS:** Any heading preceding the text of the various Articles and Sections contained in this Agreement solely is inserted for the convenience of reference and shall not constitute a part of this Agreement or shall any heading affect the meaning, construction, or effect of the Article, Section, or Agreement.
- **19.03 SEVERABILITY:** The terms and conditions of this Agreement are subject to all applicable laws, now or hereafter in effect, including regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is finally determined by a court of appropriate jurisdiction to be in violation of any law, such provision shall be null and void so long as such law, regulation, ruling, or order remains in effect, but all other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement which is subject to the approval of any appropriate government agency shall not be effective until such approval is granted.
  - **19.031 RENEGOTIATION:** Any provision of this Contract which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within thirty (30) workdays after said finding is rendered.
  - **19.032 IMPASSE RESOLUTION:** If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.
- **19.04 INCONSISTENCIES:** This Agreement shall supersede any rules, regulations, or practices of the College or previous contracts which may be contrary to or inconsistent with the terms of this Contract.

19.05

**19.07 DURATION OF CONTRACT:** In witness whereof, Southern State Community College and Southern State Education Association have caused duplicate copies of this Agreement to be executed by their officers or representatives following ratification by their respective constituencies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Southern State Community College	Southern State Education Association
President of the Board	President
President of the College	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member

#### MEMORANDUM OF UNDERSTANDING BETWEEN SOUTHERN STATE EDUCATION ASSOCIATION AND SOUTHERN STATE COMMUNITY COLLEGE

The Southern State Education Association (hereinafter "Association") and the Southern State Community College (hereinafter "College") are desirous of amicably settling contract negotiations by the expiration date of the current contract.

Therefore the parties agree as follows:

- During the 2004 2005 academic year, to meet as needed to:
  - a. Establish a College plan for on-line courses to include what courses are appropriate for on-line delivery, when the on-line courses will be scheduled, and establishment of maximum class sizes for on-line courses.
  - b. Establish a safety plan for the College to include inspection of all four campuses to identify code violations.
  - c. Discuss the possibilities of employing technicians in some of the labs and issuing supplemental contracts for setting up some of the labs.
  - d. Discuss the minimum acceptable percentage of instruction to be delivered by fulltime faculty.
  - e. Discuss the possibilities of receiving separate checks for overload pay and summer pay.
  - f. Discuss professional certification/licensure equivalents to graduate hours.

Violations of the Memorandum are subject to grievance procedure.

For the Association

For the College

President

Date

President

Date

# MEMORANDUM OF UNDERSTANDING BETWEEN SOUTHERN STATE EDUCATION ASSOCIATION AND SOUTHERN STATE COMMUNITY COLLEGE

The Southern State Education Association (hereinafter "Association") and the Southern State Community College (hereinafter "College") are desirous of amicably resolving the grandfathering of four-quarter contracts.

Therefore, the parties agree as follows:

The following faculty members are grandfathered as four-quarter contract Employees as long as the individuals are currently employed as a full-time faculty member:

Carolyn Campbell Dora Davison Teresa Grooms Marilyn Jones Louis Mays Tom Stroup Brenda Tilton

Violations of the Memorandum are subject to grievance procedure.

For the Association

For the College

President

Date

President

Date

# SOUTHERN STATE COMMUNITY COLLEGE FACULTY SCALE Effective September 1, 2004

<u>Steps</u>	<u>BA or less</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>Doctorate</u>
0.00	\$22,229	\$25,363	\$28,186	\$30,520	\$32,854
	1.0000	1.1410	1.2680	1.3730	1.4780
1.00	\$23,340	\$26,530	\$29,353	\$31,743	\$34,188
	1.0500	1.1935	1.3205	1.4280	1.5380
1.50	\$23,896	\$27,115	\$29,938	\$32,354	\$34,855
	1.0750	1.2198	1.3468	1.4555	1.5680
2.00	\$24,452	\$27,697	\$30,520	\$32,966	\$35,522
	1.1000	1.2460	1.3730	1.4830	1.5980
2.50	\$25,008	\$28,282	\$31,105	\$33,577	\$36,189
	1.1250	1.2723	1.3993	1.5105	1.6280
3.00	\$25,563	\$28,864	\$31,687	\$34,188	\$36,856
	1.1500	1.2985	1.4255	1.5380	1.6580
3.50	\$26,119	\$29,449	\$32,272	\$34,799	\$37,523
	1.1750	1.3248	1.4518	1.5655	1.6880
4.00	\$26,675	\$30,031	\$32,854	\$35,411	\$38,189
	1.2000	1.3510	1.4780	1.5930	1.7180
4.50	\$27,231	\$30,616	\$33,439	\$36,022	\$38,856
	1.2250	1.3773	1.5043	1.6205	1.7480
5.00	\$27,786	\$31,198	\$34,021	\$36,633	\$39,523
	1.2500	1.4035	1.5305	1.6480	1.7780
5.50	\$28,342	\$31,783	\$34,606	\$37,245	\$40,190
	1.2750	1.4298	1.5568	1.6755	1.8080
6.00	\$28,898	\$32,365	\$35,189	\$37,856	\$40,857
	1.3000	1.4560	1.5830	1.7030	1.8380

6.50	\$29,453	\$32,950	\$35,773	\$38,467	\$41,524
	1.3250	1.4823	1.6093	1.7305	1.8680
7.00	\$30,009	\$33,532	\$36,356	\$39,079	\$42,191
	1.3500	1.5085	1.6355	1.7580	1.8980
7.50	\$30,565	\$34,117	\$36,940	\$39,690	\$42,858
	1.3750	1.5348	1.6618	1.7855	1.9280
8.00	\$31,121	\$34,699	\$37,523	\$40,301	\$43,524
	1.4000	1.5610	1.6880	1.8130	1.9580
8.50	\$31,676	\$35,284	\$38,107	\$40,912	\$44,191
	1.4250	1.5873	1.7143	1.8405	1.9880
9.00	\$32,232	\$35,866	\$38,690	\$41,524	\$44,858
	1.4500	1.6135	1.7405	1.8680	2.0180
9.50	\$32,788	\$36,451	\$39,274	\$42,135	\$45,525
	1.4750	1.6398	1.7668	1.8955	2.0480
10.00	\$33,344	\$37,034	\$39,857	\$42,746	\$46,192
	1.5000	1.6660	1.7930	1.9230	2.0780
10.50	\$33,899	\$37,618	\$40,441	\$43,358	\$46,859
	1.5250	1.6923	1.8193	1.9505	2.1080
11.00	\$34,455	\$38,201	\$41,024	\$43,969	\$47,526
	1.5500	1.7185	1.8455	1.9780	2.1380
11.50	\$35,011	\$38,785	\$41,608	\$44,580	\$48,192
	1.5750	1.7448	1.8718	2.0055	2.1680
12.00	\$35,566	\$39,368	\$42,191	\$45,192	\$48,859
	1.6000	1.7710	1.8980	2.0330	2.1980
12.50	\$36,122	\$39,952	\$42,775	\$45,803	\$49,526
	1.6250	1.7973	1.9243	2.0605	2.2280
13.00	\$36,678	\$40,535	\$43,358	\$46,414	\$50,193
	1.6500	1.8235	1.9505	2.0880	2.2580

13.50	\$37,234	\$41,119	\$43,942	\$47,025	\$50,860
	1.6750	1.8498	1.9768	2.1155	2.2880
14.00	\$37,789	\$41,702	\$44,525	\$47,637	\$51,527
	1.7000	1.8760	2.0030	2.1430	2.3180
14.50	\$38,345	\$42,286	\$45,109	\$48,248	\$52,194
	1.7250	1.9023	2.0293	2.1705	2.3480
15.00	\$38,901	\$42,869	\$45,692	\$48,859	\$52,861
	1.7500	1.9285	2.0555	2.1980	2.3780
15.50	\$39,456	\$43,453	\$46,276	\$49,471	\$53,527
	1.7750	1.9548	2.0818	2.2255	2.4080
16.00	\$40,012	\$44,036	\$46,859	\$50,082	\$54,194
	1.8000	1.9810	2.1080	2.2530	2.4380
16.50	\$40,012	\$44,620	\$47,443	\$50,693	\$54,861
	1.8000	2.0073	2.1343	2.2805	2.4680
17.00	\$40,012	\$45,203	\$48,026	\$51,305	\$55,528
	1.8000	2.0335	2.1605	2.3080	2.4980
17.50	\$40,012	\$45,787	\$48,610	\$51,916	\$56,195
	1.8000	2.0598	2.1868	2.3355	2.5280
18.00	\$40,012	\$46,370	\$49,193	\$52,527	\$56,862
	1.8000	2.0860	2.2130	2.3630	2.5580
18.50	\$40,012	\$46,954	\$49,777	\$53,138	\$57,529
	1.8000	2.1123	2.2393	2.3905	2.5880
19.00	\$40,012	\$47,537	\$50,360	\$53,750	\$58,196
	1.8000	2.1385	2.2655	2.4180	2.6180
19.50	\$40,012	\$48,121	\$50,944	\$54,361	\$58,862
	1.8000	2.1648	2.2918	2.4455	2.6480
20.00	\$40,012	\$48,704	\$51,527	\$54,972	\$59,529
	1.8000	2.1910	2.3180	2.4730	2.6780

APPENDIX A Base Salary: \$22,673

SOUTHERN STATE COMMUNITY COLLEGE FACULTY SCALE Effective September 1, 2005

<u>Steps</u>	BA or less	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<b>Doctorate</b>
0.00					

6.50	\$30,042	\$33,608	\$36,488	\$39,236	\$42,353
	1.3250	1.4823	1.6093	1.7305	1.8680
7.00	\$30,609	\$34,202	\$37,082	\$39,859	\$43,033
	1.3500	1.5085	1.6355	1.7580	1.8980
7.50	\$31,175	\$34,799	\$37,678	\$40,483	\$43,714
	1.3750	1.5348	1.6618	1.7855	1.9280
8.00	\$31,742	\$35,393	\$38,272	\$41,106	\$44,394
	1.4000	1.5610	1.6880	1.8130	1.9580
8.50	\$32,309	\$35,989	\$38,868	\$41,730	\$45,074
	1.4250	1.5873	1.7143	1.8405	1.9880
9.00	\$32,876	\$36,583	\$39,462	\$42,353	\$45,754
	1.4500	1.6135	1.7405	1.8680	2.0180
9.50	\$33,443	\$37,179	\$40,059	\$42,977	\$46,434
	1.4750	1.6398	1.7668	1.8955	2.0480
10.00	\$34,010	\$37,773	\$40,653	\$43,600	\$47,114
	1.5000	1.6660	1.7930	1.9230	2.0780
10.50	\$34,576	\$38,370	\$41,249	\$44,224	\$47,795
	1.5250	1.6923	1.8193	1.9505	2.1080
11.00	\$35,143	\$38,964	\$41,843	\$44,847	\$48,475
	1.5500	1.7185	1.8455	1.9780	2.1380
11.50	\$35,710	\$39,560	\$42,439	\$45,471	\$49,155
	1.5750	1.7448	1.8718	2.0055	2.1680
12.00	\$36,277	\$40,154	\$43,033	\$46,094	\$49,835
	1.6000	1.7710	1.8980	2.0330	2.1980
12.50	\$36,844	\$40,750	\$43,630	\$46,718	\$50,515
	1.6250	1.7973	1.9243	2.0605	2.2280
13.00	\$37,410	\$41,344	\$44,224	\$47,341	\$51,196
	1.6500	1.8235	1.9505	2.0880	2.2580

13.50	\$37,977	\$41,941	\$44,820	\$47,965	\$51,876
	1.6750	1.8498	1.9768	2.1155	2.2880
14.00	\$38,544	\$42,535	\$45,414	\$48,588	\$52,556
	1.7000	1.8760	2.0030	2.1430	2.3180
14.50	\$39,111	\$43,131	\$46,010	\$49,212	\$53,236
	1.7250	1.9023	2.0293	2.1705	2.3480
15.00	\$39,678	\$43,725	\$46,604	\$49,835	\$53,916
	1.7500	1.9285	2.0555	2.1980	2.3780
15.50	\$40,245	\$44,321	\$47,201	\$50,459	\$54,597
	1.7750	1.9548	2.0818	2.2255	2.4080
16.00	\$40,811	\$44,915	\$47,795	\$51,082	\$55,277
	1.8000	1.9810	2.1080	2.2530	2.4380
16.50	\$40,811	\$45,512	\$48,391	\$51,706	\$55,957
	1.8000	2.0073	2.1343	2.2805	2.4680
17.00	\$40,811	\$46,106	\$48,985	\$52,329	\$56,637
	1.8000	2.0335	2.1605	2.3080	2.4980
17.50	\$40,811	\$46,702	\$49,581	\$52,953	\$57,317
	1.8000	2.0598	2.1868	2.3355	2.5280
18.00	\$40,811	\$47,296	\$50,175	\$53,576	\$57,998
	1.8000	2.0860	2.2130	2.3630	2.5580
18.50	\$40,811	\$47,892	\$50,772	\$54,200	\$58,678
	1.8000	2.1123	2.2393	2.3905	2.5880
19.00	\$40,811	\$48,486	\$51,366	\$54,823	\$59,358
	1.8000	2.1385	2.2655	2.4180	2.6180
19.50	\$40,811	\$49,083	\$51,962	\$55,447	\$60,038
	1.8000	2.1648	2.2918	2.4455	2.6480

20.00

20.50	\$40,811	\$50,273	\$53,152	\$56,694	\$61,398
	1.8000	2.2173	2.3443	2.5005	2.7080
21.00	\$40,811	\$50,867	\$53,746	\$57,317	\$62,079
	1.8000	2.2435	2.3705	2.5280	2.7380
21.50	\$40,811	\$51,463	\$54,343	\$57,941	\$62,759
	1.8000	2.2698	2.3968	2.5555	2.7680
22.00	\$40,811	\$52,057	\$54,937	\$58,564	\$63,439
	1.8000	2.2960	2.4230	2.5830	2.7980
22.50	\$40,811	\$52,654	\$55,533	\$59,188	\$64,119
	1.8000	2.3223	2.4493	2.6105	2.8280
23.00	\$40,811	\$53,248	\$56,127	\$59,811	\$64,799
	1.8000	2.3485	2.4755	2.6380	2.8580
23.50	\$40,811	\$53,844	\$56,723	\$60,435	\$65,480
	1.8000	2.3748	2.5018	2.6655	2.8880
24.00	\$40,811	\$54,438	\$57,317	\$61,058	\$66,160
	1.8000	2.4010	2.5280	2.6930	2.9180

APPENDIX A Base Salary: \$23,127

SOUTHERN STATE COMMUNITY COLLEGE FACULTY SCALE Effective September 1, 2006

	Steps	BA or less	MA	MA+30	MA+45	Doctorate
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13.50 \$38,738 \$42,780 \$45,717 \$48,925 \$52,915

20.50	\$41,629	\$51,279	\$54,217	\$57,829	\$62,628
	1.8000	2.2173	2.3443	2.5005	2.7080
21.00	\$41,629	\$51,885	\$54,823	\$58,465	\$63,322
	1.8000	2.2435	2.3705	2.5280	2.7380
21.50	\$41,629	\$52,494	\$55,431	\$59,101	\$64,016
	1.8000	2.2698	2.3968	2.5555	2.7680
22.00	\$41,629	\$53,100	\$56,037	\$59,737	\$64,709
	1.8000	2.2960	2.4230	2.5830	2.7980
22.50	\$41,629	\$53,708	\$56,645	\$60,373	\$65,403
	1.8000	2.3223	2.4493	2.6105	2.8280
23.00	\$41,629	\$54,314	\$57,251	\$61,009	\$66,097
	1.8000	2.3485	2.4755	2.6380	2.8580
23.50	\$41,629	\$54,922	\$57,859	\$61,645	\$66,791
	1.8000	2.3748	2.5018	2.6655	2.8880
24.00	\$41,629	\$55,528	\$58,465	\$62,281	\$67,485
	1.8000	2.4010	2.5280	2.6930	2.9180

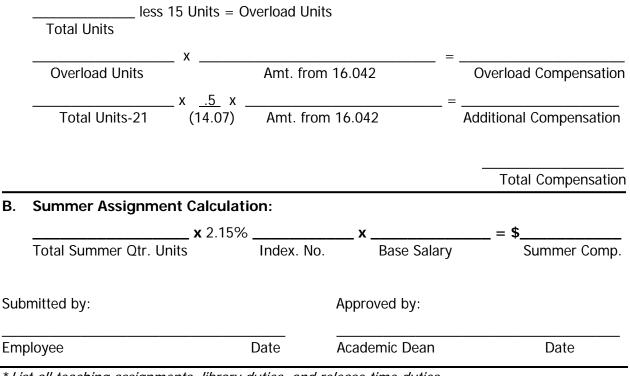
APPENDIX B

#### SOUTHERN STATE COMMUNITY COLLEGE

### Quarterly Assignment and Workload Calculations and Summer Assignment Calculation

Name	Quarter and Year		
ASSIGNMENTS*	CREDIT HRS/CONTACT HRS.	<u>UNITS</u>	
	Total Units:		

#### A. Academic Year Overload Calculation \*\* :



\*List all teaching assignments, library duties, and release time duties. \*\*See Article 14.07 and 16.04 of SSEA Agreement.

APPENDIX D

# SOUTHERN STATE COMMUNITY COLLEGE EMPLOYEE GRIEVANCE FORM

Date filed	Campus	
Name of Grievant		
Home Address		
Telephone (Home)	(College)	
Date of event on which grievance is based		
Date on which Employee learned or should Have learned of the event or occurrence compla	ined of	
Date of Immediate Supervisor's Step 1 answer		
All Sections of Agreement alleged to have been	violated	
State of complaint of Grievant		
Remedy sought		
Signature of Grievant	Date	

Copies to Grievant, President of SSEA, Academic Dean

APPENDIX E

# SOUTHERN STATE COMMUNITY COLLEGE GRIEVANCE RESPONSE FORM